

NTE4461
FORM NLRB-507
(2-08)UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
PETITION

FORM EXPERT UNDER 28 U.S.C.

DO NOT WRITE IN THIS SPACE

Case No.

Date Filed

INSTRUCTIONS: Submit an original of this Petition to the NLRB Regional Office in the Region in which the employer concerned is located.

The Petitioner alleges that the following circumstances exist and requests that the NLRB proceed under its proper authority pursuant to Section 9 of the NLRA

- 1 PURPOSE OF THIS PETITION (If box RC, RM, or RD is checked and a charge under Section 8(b)(7) of the Act has been filed involving the Employer named herein, the statement following the description of the type of petition shall not be deemed made.) (Check One)
- ☐ RC-CERTIFICATION OF REPRESENTATIVE - A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees
- ☐ RM-REPRESENTATION (EMPLOYER PETITION) - One or more individuals or labor organizations have presented a claim to Petitioner to be recognized as the representative of employees of Petitioner
- ☒ RD-DECERTIFICATION (REMOVAL OF REPRESENTATIVE) - A substantial number of employees assert that the certified or currently recognized bargaining representative is no longer their representative.
- ☐ UD-WITHDRAWAL OF UNION SHOP AUTHORITY (REMOVAL OF OBLIGATION TO PAY DUES) - Thirty percent (30%) or more of employees in a bargaining unit covered by an agreement between their employer and a labor organization desire that such authority be rescinded
- ☐ UC-UNIT CLARIFICATION - A labor organization is currently recognized by Employer, but Petitioner seeks clarification of placement of certain employees. (Check one) ☐ in unit not previously certified ☐ in unit previously certified in Case No. _____
- ☐ AC-AMENDMENT OF CERTIFICATION - Petitioner seeks amendment of certification issued in Case No. _____ Attach statement describing the specific amendment sought

2 Name of Employer ExxonMobil		Employer Representative to contact Dennis Gay - HR Manager		Tel No. 281-834-1007	
3 Address(es) of Establishment(s) involved (Street and number, city, State, ZIP code) 5000 Bayway Drive, Baytown, TX 77520				Fax No. 281-834-1783	
4a Type of Establishment (Factory, mine, wholesaler, etc.) Refinery		4b Identify principal product or service Petroleum		Cell No. 832-514-8666	
				e-Mail dennis.gay@exxonmobil.com	
5 Unit involved (In UC petition, describe present bargaining unit next with description of proposed clarification)				6a Number of Employees in Unit: 28	
Included Office Clerical employees employed at its Baytown Refinery				Present	
Excluded Confidential employees, guards, watchmen and supervisors as defined by the Act				Proposed (By UCAG)	
(If you have checked box RC in 1 above, check and complete EITHER item 7a or 7b, whichever is applicable)				Is this petition supported by 30% or more of the employees in the unit? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No *Not applicable in RM, UC, and AC	

7a <input type="checkbox"/> Request for recognition as Bargaining Representative was made on (Date) _____ and Employer declined recognition on or about (Date) _____ (If no reply received, so state)		7b <input type="checkbox"/> Petitioner is currently recognized as Bargaining Representative and desires certification under the Act	
8 Name of Recognized or Certified Bargaining Agent (If none, so state) Baytown Employees Federation Local of USW Local 13-2001 Office Clerical Unit		Affiliation	
Address 311 S. Highway 145 Baytown, TX 77520		Tel No. 281-427-1024	
		Fax No. 281-427-0629	
Date of Recognition or Certification 8/27/56		e-Mail uswlocal13-2001@comcast.net	
9 Expiration Date of Current Contract (If any) (Month, Day, Year) 3/15/2011		10 If you have checked box UD in 1 above, show here the date of execution of agreement granting union shop (Month, Day and Year)	

11a Is there now a strike or picketing at the Employer's establishment(s) involved? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		11b If so, approximately how many employees are participating?	
11c The Employer has been picketed by or on behalf of (insert Name) _____, a labor organization, at (insert Address) _____ Since (Month, Day, Year) _____			
12 Organizations or individuals other than Petitioner (and other than those named in items 8 and 11c) which have claimed recognition as representatives and other organizations and individuals known to have a representative interest in any employees in unit described in item 5 above (If none, so state)			
Name		Address	
Tel No.		Fax No.	
Cell No.		e-Mail	

13 Full name of party filing petition (If labor organization, give full name, including local name and number) (b) (6), (b) (7)(C)			
14a Address (Street and number, city, state, and ZIP code) (b) (6), (b) (7)(C)		14b Tel No. EXT (b) (6), (b) (7)(C)	
		14c Fax No. (b) (6), (b) (7)(C)	
		14d e-Mail (b) (6), (b) (7)(C)	
15 Full name of national or international labor organization of which Petitioner is or affiliate or constituent (If so filed in which petition is filed by a labor organization)			
I declare that I have read the above petition and that the statements are true (b) (6), (b) (7)(C)			
Address (Street and number, city, state, and ZIP code) (b) (6), (b) (7)(C)		Title (if any) (b) (6), (b) (7)(C)	
Tel No. (b) (6), (b) (7)(C)		Fax No. (b) (6), (b) (7)(C)	
Cell No. (b) (6), (b) (7)(C)		e-Mail (b) (6), (b) (7)(C)	

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 16
819 TAYLOR ST
RM 8A24
FORT WORTH, TX 76102-6107

Agency Website: www.nlr.gov
Telephone: (817)978-2921
Fax: (817)978-2928

November 26, 2012

DENNIS GAY, HR MANAGER
EXXONMOBIL
5000 BAYWAY DR
BAYTOWN, TX 77520-2123

Re: ExxonMobil
Case 16-RD-093686

DEAR MR. GAY:

Enclosed is a copy of a petition that (b) (6), (b) (7)(C) filed with the National Labor Relations Board (NLRB) seeking to decertify BAYTOWN EMPLOYEES FEDERATION LOCAL OF USW LOCAL 13-2001 OFFICE CLERICAL UNIT as the collective-bargaining representative of certain of your employees. This letter tells you how to contact the Board agent who will be handling this matter, explains your right to be represented, requests that you provide certain information, notifies you of a hearing, requests that you post notices, and discusses some of our procedures including how to submit documents to the NLRB.

Investigator: This petition will be investigated by Field Attorney JAMAL M. ALLEN whose telephone number is (713) 209-4879. The mailing address for the Board agent is National Labor Relations Board, Region 16, 1919 SMITH ST STE 1545, HOUSTON, TX 77002-8051. The Board agent will contact you shortly to discuss processing the petition. If you have any questions, please do not hesitate to call the Board agent. If the agent is not available, you may contact Resident Officer NADINE LITTLES whose telephone number is (713) 209-4883.

Immediately upon receipt of the petition, the NLRB conducts an impartial investigation to determine if the NLRB has jurisdiction, if the petition is timely and properly filed, if the showing of interest is adequate, and if there are any other interested parties to the proceeding or other circumstances bearing on the question concerning representation. If appropriate, the NLRB then attempts to schedule an election either by agreement of the parties or by holding a hearing and then directing an election.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlr.gov, or at the Regional office upon your request.

If someone contacts you about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the NLRB. Their knowledge regarding this matter was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Requested Information:

Information Needed Immediately: To process the petition in this matter, we need certain information from you. Accordingly, please submit to this office, as soon as possible, the following information:

- (a) The correct name of your organization;
- (b) A copy of any existing or recently expired collective-bargaining agreements, and any addenda or extensions, or any recognition agreements covering any of your employees in the unit involved in the petition (the petitioned-for unit);
- (c) The name and contact information for any other labor organization (union) claiming to represent any of the employees in the petitioned-for unit;
- (d) Your position as to the appropriateness of the petitioned-for unit;
- (e) A completed commerce questionnaire (form enclosed) to enable us to determine whether the NLRB has jurisdiction in this matter;
- (f) If potential voters will need notices or ballots translated into a language other than English, the names of those languages and dialects, if any; and
- (g) An alphabetized list of employees in the petitioned-for unit, with their job classifications, for the payroll period immediately before the date of this petition. This list will be used to resolve possible eligibility and unit questions as well as to determine the adequacy of the Petitioner's showing of interest. If such a list is not submitted promptly, any later submission and request for an evaluation of the Petitioner's showing of interest will be considered untimely and no check of the showing of interest will be conducted absent unusual circumstances.

Information Needed Later: If an election is agreed to or directed in this matter, the Employer must file with this office an alphabetized list of the full names and addresses of all eligible voters. We will then make the list available to all parties to the election. The list must be furnished within 7 days of the direction of, or agreement to, an election. I am advising you of this requirement now, so that you will have ample time to prepare this list.

Notice of Hearing: Enclosed is a Notice of Hearing to be conducted on December 6, 2012 if the parties do not voluntarily agree to an election. If a hearing is necessary, it is expected to run on consecutive days until concluded. The enclosed Form NLRB-4339 provides information about rescheduling the hearing. Requests for postponement of the hearing to a date more than 14 days after the petition was filed will normally not be granted absent extraordinary circumstances.

Posting Notices: The NLRB believes that employees should have information about their rights while a representation petition is pending; and employers and labor organizations should be apprised of their responsibilities to refrain from conduct which could interfere with employees' freedom of choice in an election. Accordingly, please immediately post the enclosed Notice to Employees (Form 5492) in conspicuous places in areas where employees in the

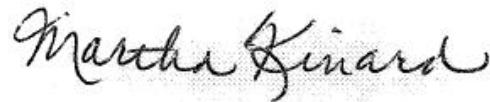
petitioned-for unit work. Additional copies of the Notice to Employees are available for posting if you need them.

Procedures: We strongly urge everyone to submit all documents and other materials (except unfair labor practice charges and representation petitions) by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the NLRB will continue to accept timely filed paper documents. On all your correspondence regarding the petition, please include the case name and number indicated above.

Information about the NLRB, the procedures we follow in representation cases, and our customer service standards is available on our website, www.nlr.gov, or from an NLRB office upon your request.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in dark ink, reading "Martha Kinard". The signature is written in a cursive, flowing style.

MARTHA KINARD
Regional Director

Enclosures

1. Notice of Hearing
2. Notice Regarding Representation Cases (Form 4339)
3. Statement of Standard Procedures in Formal Hearings (Form 4669)
4. Commerce Questionnaire
5. Notice to Employees (Form 5492)
6. Copy of Petition

Revised 3/21/2011

NATIONAL LABOR RELATIONS BOARD

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

ExxonMobil

CASE NUMBER

16-RD-093686

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates)

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount)
☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. **Did you begin operations within the last 12 months?** If yes, specify date: _____**10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

EXXONMOBIL

Employer

and

(b) (6), (b) (7)(C)

Petitioner

and

**BAYTOWN EMPLOYEES FEDERATION
LOCAL OF USW LOCAL 13-2001 OFFICE
CLERICAL UNIT**

Union

Case 16-RD-093686

AFFIDAVIT OF SERVICE OF: Petition dated November 26, 2012, and Notice of Representation Hearing dated November 26, 2012, with Form 4669 attached.

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on November 26, 2012, I served the above-entitled document(s) by facsimile and regular mail upon the following persons, addressed to them at the following addresses:

DENNIS GAY, HR MANAGER
EXXONMOBIL
5000 BAYWAY DR
BAYTOWN, TX 77520-2123

BAYTOWN EMPLOYEES FEDERATION
LOCAL OF USW LOCAL 13-2001 OFFICE
CLERICAL UNIT
311 S HIGHWAY 146
BAYTOWN, TX 77520-2257

(b) (6), (b) (7)(C)

November 26, 2012

Date

Cynthia Davis, Designated Agent of NLRB

Name

Cynthia Davis

Signature



**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 16**



<p>EXXONMOBIL</p> <p>Employer</p> <p>and</p> <p>(b) (6), (b) (7)(C)</p> <p>Petitioner</p> <p>and</p> <p>BAYTOWN EMPLOYEES FEDERATION LOCAL OF USW LOCAL 13-2001 OFFICE CLERICAL UNIT</p> <p>Union</p>	<p>Case 16-RD-093686</p>
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NOTICE OF REPRESENTATION HEARING

The Petitioner filed the attached petition pursuant to Section 9(c) of the National Labor Relations Act. It appears that a question affecting commerce exists as to whether the employees in the unit described in the petition wish to be represented by a collective-bargaining representative as defined in Section 9(a) of the Act.

YOU ARE HEREBY NOTIFIED that, pursuant to Sections 3(b) and 9(c) of the Act, at 9:00 A.M. on **December 6, 2012** and on consecutive days thereafter until concluded, at the National Labor Relations Board offices located at NLRB Courtroom, 1919 Smith Street, Ste. 1545, Houston, TX 77002, a hearing will be conducted before a hearing officer of the National Labor Relations Board. At the hearing, the parties will have the right to appear in person or otherwise, and give testimony. Form NLRB-4669, *Statement of Standard Procedures in Formal Hearings Held Before The National Labor Relations Board Pursuant to Petitions Filed Under Section 9 of The National Labor Relations Act*, is attached.

Dated: November 26, 2012

MARTHA KINARD, Director
National Labor Relations Board
Region 16
819 TAYLOR ST
RM 8A24
FORT WORTH, TX 76102-6107

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

NOTICE REGARDING REPRESENTATION CASE HEARINGS

Case 16-RD-093686

Hearing Cancellation Based on Agreement of Parties: The issuance of the Notice of Hearing in this case does not mean that the matter cannot be resolved by agreement of the parties. On the contrary, the NLRB encourages prompt voluntary adjustments. The Board agent assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end. An agreement between the parties, approved by me, will cancel the hearing.

Postponement of the Hearing: Postponement of the hearing *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing and be filed with the Regional Director;
- (2) Copies of the request must be simultaneously served on all other parties, and that fact must be noted on the request;
- (3) Absent extraordinary circumstances, the request must be received no later than 24 hours before the hearing is scheduled to begin;
- (4) Requests for postponement of the hearing to a date more than 14 days after the petition was filed will normally not be granted absent extraordinary circumstances;
- (5) Grounds must be set forth in *detail*, e.g., the unavailability of counsel and all other counsel in the law firm due to previously scheduled federal court or other U.S. Agency hearings or trials;
- (6) Alternative dates for any rescheduled hearing must be given; and
- (7) The positions of all other parties regarding the postponement and alternative hearing dates must be ascertained in advance by the requesting party and set forth in the request.

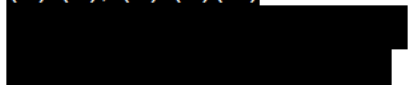
Approval of a postponement request may be conditioned upon one or more of the following:

- (1) The agreement of all parties to participate at a conference to be held at the Regional Office at least one full day before the rescheduled hearing date;
- (2) Agreement by the requestor that extensions of time for filing of briefs will not be sought or granted; and/or
- (3) The requestor's execution of stipulations on matters not in dispute, e.g., jurisdiction, labor organization status, appropriate unit.

Consecutive Days of Hearing: Once opened, it is expected the hearing will continue on consecutive business days until concluded.

DENNIS GAY, HR MANAGER
EXXONMOBIL
5000 BAYWAY DR
BAYTOWN, TX 77520-2123

(b) (6), (b) (7)(C)



BAYTOWN EMPLOYEES FEDERATION
LOCAL OF USW LOCAL 13-2001 OFFICE
CLERICAL UNIT
311 S HIGHWAY 146
BAYTOWN, TX 77520-2257



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 16
819 TAYLOR ST
RM 8A24
FORT WORTH, TX 76102-6107

Agency Website: www.nlr.gov
Telephone: (817)978-2921
Fax: (817)978-2928

November 26, 2012

(b) (6), (b) (7)(C)

Re: ExxonMobil
Case 16-RD-093686

DEAR (b) (6), (b) (7)(C):

The petition that you filed with the National Labor Relations Board (NLRB) has been assigned the above case number. This letter tells you how to contact the Board agent who will be handling this matter, explains your right to be represented, requests that you provide certain information, notifies you of a hearing, and discusses some of our procedures including how to submit documents to the NLRB.

Investigator: This petition will be investigated by Field Attorney JAMAL M. ALLEN whose telephone number is (713) 209-4879. The mailing address for the Board agent is National Labor Relations Board, Region 16, 1919 SMITH ST STE 1545, HOUSTON, TX 77002-8051. The Board agent will contact you shortly to discuss processing the petition. If you have any questions, please do not hesitate to call the Board agent. If the agent is not available, you may contact Resident Officer NADINE LITTLES whose telephone number is (713) 209-4883.

Immediately upon receipt of the petition, the NLRB conducts an impartial investigation to determine if the NLRB has jurisdiction, if the petition is timely and properly filed, if the showing of interest is adequate, and if there are any other interested parties to the proceeding or other circumstances bearing on the question concerning representation. If appropriate, the NLRB then attempts to schedule an election either by agreement of the parties or by holding a hearing and then directing an election.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before the NLRB. In view of our policy of processing these cases expeditiously, if you wish to be represented, you should obtain representation promptly. Your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If someone contacts you about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the NLRB. Their knowledge regarding this matter was obtained only through access to information that must be made available to any member of the public under the Freedom of Information Act.

Requested Information: To process the petition in this matter, we need certain information from you. Accordingly, please submit to this office, as soon as possible, the following information:

- (a) The correct name of the Union as stated in its constitution or bylaws.
- (b) A copy of any existing or recently expired collective-bargaining agreements, and any addenda or extensions, or any recognition agreements covering any employees in the petitioned-for unit.
- (c) If potential voters will need notices or ballots translated into a language other than English, the names of those languages and dialects, if any.
- (d) The name and address of the representative to whom we should send the election eligibility list. Absent notice to the contrary, we will send the list to the addressee of this letter at the above address.
- (e) The name and contact information for any other labor organization (union) claiming to represent any of the employees in the petitioned-for unit and for any employer who may be a joint employer of the employees in the proposed unit. Failure to disclose the existence of an interested party may delay the processing of the petition.

Notice of Hearing: Enclosed is a Notice of Hearing to be conducted on **December 6, 2012** if the parties do not voluntarily agree to an election. If a hearing is necessary, it is expected to run on consecutive days until concluded. The enclosed Form NLRB-4339 provides information about rescheduling the hearing. Requests for postponement of the hearing to a date more than 14 days after the petition was filed will normally not be granted absent extraordinary circumstances.

Information for Employees: The NLRB believes that employees should have readily available information about their rights and the proper conduct of employee representation elections. Accordingly, we have asked the Employer to post a Notice to Employees, Form NLRB 5492, which explains employees' basic rights under the National Labor Relations Act. If you would like a copy of that Notice, please let the Board agent know. We have also prepared the pamphlet "Your Government Conducts an Election" which you or the Employer may distribute to employees. The pamphlet is available at www.nlr.gov/news-outreach/brochures or from our office. You may reproduce copies of the Notice and the pamphlet for distribution to employees, provided they are not modified in any way.

Procedures: We strongly urge everyone to submit all documents and other materials (except unfair labor practice charges and representation petitions) by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the NLRB will continue to accept timely filed paper documents. On all your correspondence regarding the petition, please include the case name and number indicated above.

Information about the NLRB, the procedures we follow in representation cases, and our customer service standards is available on our website, www.nlr.gov, or from an NLRB office upon your request.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in cursive script that reads "Martha Kinard". The ink is dark and the signature is fluid.

MARTHA KINARD
Regional Director

Enclosures

1. Notice of Hearing
2. Form 4669
3. Form 4339



UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 16



EXXONMOBIL Employer and (b) (6), (b) (7)(C) Petitioner and BAYTOWN EMPLOYEES FEDERATION LOCAL OF USW LOCAL 13-2001 OFFICE CLERICAL UNIT Union	Case 16-RD-093686
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NOTICE OF REPRESENTATION HEARING

The Petitioner filed the attached petition pursuant to Section 9(c) of the National Labor Relations Act. It appears that a question affecting commerce exists as to whether the employees in the unit described in the petition wish to be represented by a collective-bargaining representative as defined in Section 9(a) of the Act.

YOU ARE HEREBY NOTIFIED that, pursuant to Sections 3(b) and 9(c) of the Act, at 9:00 A.M. on **December 6, 2012** and on consecutive days thereafter until concluded, at the National Labor Relations Board offices located at NLRB Courtroom, 1919 Smith Street, Ste. 1545, Houston, TX 77002, a hearing will be conducted before a hearing officer of the National Labor Relations Board. At the hearing, the parties will have the right to appear in person or otherwise, and give testimony. Form NLRB-4669, *Statement of Standard Procedures in Formal Hearings Held Before The National Labor Relations Board Pursuant to Petitions Filed Under Section 9 of The National Labor Relations Act*, is attached.

Dated: November 26, 2012

MARTHA KINARD, Director
National Labor Relations Board
Region 16
819 TAYLOR ST
RM 8A24
FORT WORTH, TX 76102-6107

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

EXXONMOBIL

Employer

and

(b) (6), (b) (7)(C)

Petitioner

and

**BAYTOWN EMPLOYEES FEDERATION
LOCAL OF USW LOCAL 13-2001 OFFICE
CLERICAL UNIT**

Union

Case 16-RD-093686

AFFIDAVIT OF SERVICE OF: Petition dated November 26, 2012, and Notice of Representation Hearing dated November 26, 2012, with Form 4669 attached.

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on November 26, 2012, I served the above-entitled document(s) by facsimile and regular mail upon the following persons, addressed to them at the following addresses:

DENNIS GAY, HR MANAGER
EXXONMOBIL
5000 BAYWAY DR
BAYTOWN, TX 77520-2123

BAYTOWN EMPLOYEES FEDERATION
LOCAL OF USW LOCAL 13-2001 OFFICE
CLERICAL UNIT
311 S HIGHWAY 146
BAYTOWN, TX 77520-2257

(b) (6), (b) (7)(C)

November 26, 2012

Date

Cynthia Davis, Designated Agent of NLRB

Name

Cynthia Davis

Signature

**SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD BEFORE THE
NATIONAL LABOR RELATIONS BOARD PURSUANT TO PETITIONS FILED
UNDER SECTION 9 OF THE NATIONAL LABOR RELATIONS ACT**

The hearing will be conducted before a Hearing Officer of the National Labor Relations Board. (R CASES)

Parties may be represented by an attorney or other representative and present evidence relevant to the issues. All parties appearing before this hearing who have or whose witnesses have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.603, should notify the Regional Director as soon as possible and request the necessary assistance. An official reporter will make the only official transcript of the proceedings and all citations in briefs or arguments must refer to the official record. (*Copies of exhibits should be supplied to the Hearing Officer and other parties at the time the exhibit is offered in evidence.*) After the close of the hearing, one or more of the parties may wish to have corrections made in the record. All such proposed corrections, either by way of stipulation or motion, should be forwarded to the Regional Director or to the Board in Washington (*if the case is transferred to the Board*) instead of to the Hearing Officer, inasmuch as the Hearing Officer has no power to make any rulings in connection with the case after the hearing is closed. All matter that is spoken in the hearing room will be recorded by the official reporter while the hearing is in session. In the event that any party wishes to make off-the-record remarks, requests to make such remarks should be directed to the Hearing Officer and not to the official reporter.

Statements of reasons in support of motions or objections should be as concise as possible. Objections and exceptions may, on appropriate request, be permitted to stand to an entire line of questioning. Automatic exceptions will be allowed to all adverse rulings.

All motions shall be in writing or, if made at the hearing, may be stated orally on the record and shall briefly state the order of relief sought and the grounds for such motion. An original and two copies of written motions shall be filed with the Hearing Officer and a copy thereof immediately shall be served on the other parties to the proceeding.

The sole objective of the Hearing Officer is to ascertain the respective positions of the parties and to obtain a full and complete factual record on which the duties under Section 9 of the National Labor Relations Act may be discharged by the Regional Director of the Board. It may become necessary for the Hearing Officer to ask questions, to call witnesses, and to explore avenues with respect to matters not raised by the parties. The services of the Hearing Officer are equally at the disposal of all parties to the proceedings in developing the material evidence.

At the close of hearing, any party who desires to file a brief may do so in the appropriate manner described below.

1. Briefs filed with the Regional Director

Unless transfer of the case to the Board is announced prior to close of hearing, the brief should be filed in duplicate with the Regional Director. A copy must also be served on each of the other parties and proof of such service must be filed with the Regional Director at the time the briefs are filed. Briefs submitted are to be double-spaced on 8 1/2 by 11 inch paper.

The briefs shall be filed within 7 days after the close of the hearing unless an extension of time, not to exceed an additional 14 days on request made for good cause, before the hearing closes, is granted by the Hearing Officer. Briefs must be filed in accordance with the provisions of Section 102.111 (b) of the Board's Rules. Facsimile transmission of briefs is not permitted.

A request for an extension of time made after the close of the hearing must be received by the Regional Director, in writing, as much in advance of the date the briefs are due as possible and copies thereof must be served on the other parties by the same or faster method as used to file with the Regional Director (see 102.114 of Board's Rules).

2. Briefs filed with the Board in Washington, DC

a. If transfer of case to the Board is announced at the hearing

Should any party desire to file a brief with the Board, eight copies thereof shall be filed with the Board in Washington, DC. Immediately on such filing, a copy shall be served on each of the other parties. Proof of such service must be filed with the Board simultaneously with the briefs. Such brief shall be printed on otherwise legibly duplicated: Provided, however, that carbon copies of typewritten matter shall not be filed and if submitted will not be accepted. No reply brief may be filed except on special leave of the Board. Any brief filed after transfer of the case to the Board shall be double-spaced on 8 1/2 by 11 inch paper.

The briefs shall be filed within 7 days after the close of hearing unless an extension of time, not to exceed an additional 14 days on request made for good cause, before the hearing closes, is granted by the Hearing Officer. Briefs must be filed in accordance with the provisions of Section 102.111(b) of the Board's Rules. Facsimile transmission of briefs is not permitted.

b. Transfer of cases to the Board effected after close of hearing

Pursuant to Section 102.67 of the Board's Rules, the Regional Director may, at any time after the close of hearing and before decision, transfer a case to the Board for decision. The order transferring the case will fix a date for filing briefs in Washington, DC.

If a brief has already been filed with the Regional Director, the parties may file eight copies of the same brief with the Board in the same manner as set forth in "a," above, except that service on other parties is not required. No further briefs shall be submitted except by special permission of the Board.

If the case is transferred to the Board before the time expires for filing of briefs with the Regional Director and before the parties have filed briefs, such briefs shall be filed as set forth in "a," above.

c. Request for extension of time to file briefs with the Board

A request for an extension of time to file briefs with the Board in Washington, D.C., made after the close of hearing must be received by the Executive Secretary's Office in Washington as much in advance of the date the briefs are due as possible but in any event no later than the close of business on the due date. Such request must be in writing and a copy shall be served immediately on each of the other parties and the Regional Director and shall contain a statement that such service has been made.

As provided in Section 102.114(a) and (e) of the Board's Rules and Regulations, service on all parties of a request for an extension of time shall be made in the same or faster manner as that utilized in filing the paper with the Board; however, when filing with the Board is accomplished by facsimile transmission or by personal service, the other parties shall be promptly notified of such action by facsimile transmission or by telephone, followed by service of a copy personally or by overnight delivery service.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

NOTICE REGARDING REPRESENTATION CASE HEARINGS

Case 16-RD-093686

Hearing Cancellation Based on Agreement of Parties: The issuance of the Notice of Hearing in this case does not mean that the matter cannot be resolved by agreement of the parties. On the contrary, the NLRB encourages prompt voluntary adjustments. The Board agent assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end. An agreement between the parties, approved by me, will cancel the hearing.

Postponement of the Hearing: Postponement of the hearing *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing and be filed with the Regional Director;
- (2) Copies of the request must be simultaneously served on all other parties, and that fact must be noted on the request;
- (3) Absent extraordinary circumstances, the request must be received no later than 24 hours before the hearing is scheduled to begin;
- (4) Requests for postponement of the hearing to a date more than 14 days after the petition was filed will normally not be granted absent extraordinary circumstances;
- (5) Grounds must be set forth in *detail*, e.g., the unavailability of counsel and all other counsel in the law firm due to previously scheduled federal court or other U.S. Agency hearings or trials;
- (6) Alternative dates for any rescheduled hearing must be given; and
- (7) The positions of all other parties regarding the postponement and alternative hearing dates must be ascertained in advance by the requesting party and set forth in the request.

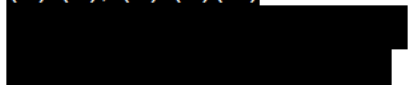
Approval of a postponement request may be conditioned upon one or more of the following:

- (1) The agreement of all parties to participate at a conference to be held at the Regional Office at least one full day before the rescheduled hearing date;
- (2) Agreement by the requestor that extensions of time for filing of briefs will not be sought or granted; and/or
- (3) The requestor's execution of stipulations on matters not in dispute, e.g., jurisdiction, labor organization status, appropriate unit.

Consecutive Days of Hearing: Once opened, it is expected the hearing will continue on consecutive business days until concluded.

DENNIS GAY, HR MANAGER
EXXONMOBIL
5000 BAYWAY DR
BAYTOWN, TX 77520-2123

(b) (6), (b) (7)(C)



BAYTOWN EMPLOYEES FEDERATION
LOCAL OF USW LOCAL 13-2001 OFFICE
CLERICAL UNIT
311 S HIGHWAY 146
BAYTOWN, TX 77520-2257



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 16
819 TAYLOR ST
RM 8A24
FORT WORTH, TX 76102-6107

Agency Website: www.nlrb.gov
Telephone: (817)978-2921
Fax: (817)978-2928

November 26, 2012

BAYTOWN EMPLOYEES FEDERATION
LOCAL OF USW LOCAL 13-2001 OFFICE
CLERICAL UNIT
311 S HIGHWAY 146
BAYTOWN, TX 77520-2257

Re: ExxonMobil
Case 16-RD-093686

DEAR SIR OR MADAM:

Enclosed is a copy of a decertification petition filed with the National Labor Relations Board (NLRB) regarding certain employees of EXXONMOBIL. This letter tells you how to contact the Board agent who will be handling this matter, explains your right to be represented, requests that you provide certain information, notifies you of a hearing, and discusses some of our procedures including how to submit documents to the NLRB.

Investigator: This petition will be investigated by Field Attorney JAMAL M. ALLEN whose telephone number is (713) 209-4879. The mailing address for the Board agent is National Labor Relations Board, Region 16, 1919 SMITH ST STE 1545, HOUSTON, TX 77002-8051. The Board agent will contact you shortly to discuss processing the petition. If you have any questions, please do not hesitate to call the Board agent. If the agent is not available, you may contact Resident Officer NADINE LITTLES whose telephone number is (713) 209-4883.

Immediately upon receipt of the petition, the NLRB conducts an impartial investigation to determine if the NLRB has jurisdiction, if the petition is timely and properly filed, if the showing of interest is adequate, and if there are any other interested parties to the proceeding or other circumstances bearing on the question concerning representation. If appropriate, the NLRB then attempts to schedule an election either by agreement of the parties or by holding a hearing and then directing an election.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before the NLRB. In view of our policy of processing these cases expeditiously, if you wish to be represented, you should obtain representation promptly. Your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If someone contacts you about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the NLRB. Their knowledge regarding this matter was obtained only through access to

information that must be made available to any member of the public under the Freedom of Information Act.

Requested Information: To process the petition in this matter, we need certain information from you. Accordingly, please submit to this office, as soon as possible, the following information:

- (a) The correct name of the Union as stated in its constitution or bylaws.
- (b) A copy of any existing or recently expired collective-bargaining agreements, and any addenda or extensions, or any recognition agreements covering any employees in the petitioned-for unit.
- (c) If potential voters will need notices or ballots translated into a language other than English, the names of those languages and dialects, if any.
- (d) The name and address of the representative to whom we should send the election eligibility list. Absent notice to the contrary, we will send the list to the addressee of this letter at the above address.
- (e) The name and contact information for any other labor organization (union) claiming to represent any of the employees in the petitioned-for unit and for any employer who may be a joint employer of the employees in the proposed unit. Failure to disclose the existence of an interested party may delay the processing of the petition.

Notice of Hearing: Enclosed is a Notice of Hearing to be conducted on December 6, 2012 if the parties do not voluntarily agree to an election. If a hearing is necessary, it is expected to run on consecutive days until concluded. The enclosed Form NLRB-4339 provides information about rescheduling the hearing. Requests for rescheduling the hearing to a date more than 14 days after the petition was filed will normally not be granted absent extraordinary circumstances.

Information for Employees: The NLRB believes that employees should have readily available information about their rights and the proper conduct of employee representation elections. Accordingly, we have asked the Employer to post a Notice to Employees, Form NLRB 5492, which explains employees' basic rights under the National Labor Relations Act. If you would like a copy of that Notice, please let the Board agent know. We have also prepared the pamphlet "Your Government Conducts an Election" which you or the Employer may distribute to employees. The pamphlet is available at <http://www.nlr.gov/news-outreach/brochures> or from our office. You may reproduce copies of the Notice and the pamphlet for distribution to employees, provided they are not modified in any way.

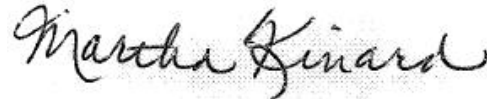
Procedures: We strongly urge everyone to submit all documents and other materials (except unfair labor practice charges and representation petitions) by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the NLRB will continue to accept timely filed paper documents. On all your correspondence regarding the petition, please include the case name and number indicated above.

November 26, 2012

Information about the NLRB, the procedures we follow in representation cases, and our customer service standards is available on our website, www.nlr.gov, or from an NLRB office upon your request.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in cursive script that reads "Martha Kinard". The ink is dark and the signature is fluid.

MARTHA KINARD
Regional Director

Enclosures

1. Notice of Hearing
2. Form 4669
3. Form 4339
4. Petition



UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 16



EXXONMOBIL Employer and (b) (6), (b) (7)(C) Petitioner and BAYTOWN EMPLOYEES FEDERATION LOCAL OF USW LOCAL 13-2001 OFFICE CLERICAL UNIT Union	Case 16-RD-093686
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NOTICE OF REPRESENTATION HEARING

The Petitioner filed the attached petition pursuant to Section 9(c) of the National Labor Relations Act. It appears that a question affecting commerce exists as to whether the employees in the unit described in the petition wish to be represented by a collective-bargaining representative as defined in Section 9(a) of the Act.

YOU ARE HEREBY NOTIFIED that, pursuant to Sections 3(b) and 9(c) of the Act, at 9:00 A.M. on **December 6, 2012** and on consecutive days thereafter until concluded, at the National Labor Relations Board offices located at NLRB Courtroom, 1919 Smith Street, Ste. 1545, Houston, TX 77002, a hearing will be conducted before a hearing officer of the National Labor Relations Board. At the hearing, the parties will have the right to appear in person or otherwise, and give testimony. Form NLRB-4669, *Statement of Standard Procedures in Formal Hearings Held Before The National Labor Relations Board Pursuant to Petitions Filed Under Section 9 of The National Labor Relations Act*, is attached.

Dated: November 26, 2012

MARTHA KINARD, Director
National Labor Relations Board
Region 16
819 TAYLOR ST
RM 8A24
FORT WORTH, TX 76102-6107

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

EXXONMOBIL

Employer

and

(b) (6), (b) (7)(C)

Petitioner

and

**BAYTOWN EMPLOYEES FEDERATION
LOCAL OF USW LOCAL 13-2001 OFFICE
CLERICAL UNIT**

Union

Case 16-RD-093686

**AFFIDAVIT OF SERVICE OF: Petition dated November 26, 2012, and Notice of Representation
Hearing dated November 26, 2012, with Form 4669 attached.**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on November 26, 2012, I served the above-entitled document(s) by facsimile and regular mail upon the following persons, addressed to them at the following addresses:

DENNIS GAY, HR MANAGER
EXXONMOBIL
5000 BAYWAY DR
BAYTOWN, TX 77520-2123

BAYTOWN EMPLOYEES FEDERATION
LOCAL OF USW LOCAL 13-2001 OFFICE
CLERICAL UNIT
311 S HIGHWAY 146
BAYTOWN, TX 77520-2257

(b) (6), (b) (7)(C)

November 26, 2012

Date

Cynthia Davis, Designated Agent of NLRB

Name

Cynthia Davis

Signature

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

NOTICE REGARDING REPRESENTATION CASE HEARINGS

Case 16-RD-093686

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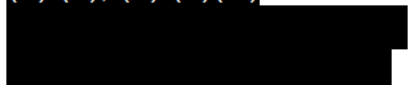
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DENNIS GAY, HR MANAGER
EXXONMOBIL
5000 BAYWAY DR
BAYTOWN, TX 77520-2123

(b) (6), (b) (7)(C)



BAYTOWN EMPLOYEES FEDERATION
LOCAL OF USW LOCAL 13-2001 OFFICE
CLERICAL UNIT
311 S HIGHWAY 146
BAYTOWN, TX 77520-2257

From: [Allen, Jamal](#)
To: ["United Steel Workers"](#)
Subject: 16-RD-093686
Date: Tuesday, November 27, 2012 10:05:00 AM
Attachments: [PET.16-RD-093686.Original.pdf](#)
[Notice of Appearance.pdf](#)

Dear Mr. Brooks:

Please find attached to this email a PDF copy of the decertification petition filed yesterday regarding the clerical unit at ExxonMobil Baytown, Texas. I've also included a Notice of Appearance form to be completed and filed by any legal representative that you may retain to represent the Union in this matter.

Sincerely,

Jamal M. Allen

From: United Steel Workers [mailto:usw13-2001@comcast.net]
Sent: Tuesday, November 27, 2012 8:48 AM
To: Allen, Jamal
Subject: 16-RD-093415

Mr. Allen

Attached is the clerical contract you requested. If there is any thing else that you need please let us know.

Thanks

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

USW Local 13-2001

(b) (6), (b) (7)(C) office

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) cell

AGREEMENT

between

ExxonMobil Refining
and Supply Company
Baytown Refinery

and

ExxonMobil Chemical Company
Baytown Chemical Plant

and

Baytown Employees
Federation Local

of

GCIWU PACEIU Local 4-2001



Representing Employees
in the
Office Clerical Unit

Effective March 15, 2003



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AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into by and between ExxonMobil Refining and Supply Company (a division of Exxon Mobil Corporation), hereinafter referred to as "ExxonMobil Refining and Supply" or "Company"; ExxonMobil Chemical Company (a division of Exxon Mobil Corporation), hereinafter referred to as "ExxonMobil Chemical Company" or "Company", and the Baytown Employees Federation (BEF), Office Clerical Unit, Local of GCIWU PACEIU Local 4-2001, hereinafter referred to as "Union". ExxonMobil Refining and Supply Company and ExxonMobil Chemical Company are collectively referred to as "Companies."

WITNESSETH:

WHEREAS, subsequent to an election conducted by the National Labor Relations Board on August 17, 1956, in Case No. 39-RC-1072, the Board issued a Certification of Representative dated August 27, 1956, in which it certified Baytown Employees Federation as the exclusive representative for the purposes of collective bargaining of all the employees in the unit, being that unit described in the Stipulation for Certification Upon Consent Election entered into between the Company and the Union under the date of August 9, 1956, and being a unit including all Office Clerical employees at the Baytown Refinery, reference being hereby made to said Certification of Representatives and Stipulation for all purposes; and

WHEREAS, on June 1, 1966, Humble Oil & Refining Company sold its Chemical Plant facilities located at its Baytown Refinery (known as the Baytown Chemical Plant)

to Enjay Chemical Company and Enjay hired certain Office Clerical employees that had been employed at such Baytown facilities by Humble prior to June 1, 1966; and

WHEREAS, on January 1, 1973, Humble Oil & Refining Company and Enjay Chemical Company merged into their parent Exxon Corporation and at the same time, Humble became Exxon Company, U.S.A. (a division of Exxon Corporation) and Enjay became Exxon Chemical Company U.S.A. (an operating division of Exxon Chemical Company, a division of Exxon Corporation); and

WHEREAS, on July 30, 1980, Exxon Chemical Company U.S.A. (an operating division of Exxon Chemical Company, a division of Exxon Corporation) changed its name to Exxon Chemical Americas (a division of Exxon Chemical Company, a division of Exxon Corporation); and

WHEREAS, on December 1, 1999 Exxon Corporation and Mobil Corporation merged to become Exxon Mobil Corporation and at that time Exxon Company, U.S.A. became known as ExxonMobil Refining and Supply Company (a division of Exxon Mobil Corporation) and Exxon Chemical Americas became known as ExxonMobil Chemical Company (a division of Exxon Mobil Corporation); and

WHEREAS in 2000 the Baytown Employees Federation (BEF) affiliated with the Gulf Coast Industrial Workers Union and in 2001 Gulf Coast Industrial Workers Union affiliated with the Paper, Allied-Industrial, Chemical & Energy Workers International Union (PACE) to become GCIWU PACEIU Local 4-2001;

WHEREAS, the Companies and the Union desire to enter into an agreement regarding wages, hours, and working conditions, and for promoting harmonious industrial relations between the Companies and the employees in the referred-to unit;

NOW, THEREFORE, it is agreed by and between the parties as follows:

ARTICLE I

RECOGNITION OF UNION

- A. 1. ExxonMobil Refining and Supply recognizes the Union as the exclusive representative of its Office Clerical employees employed at its Baytown Refinery, excluding confidential employees, guards, watchmen, and supervisors, as defined by the Act, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and working conditions.
2. ExxonMobil Chemical Company recognizes the Union as the exclusive representative of all of its Office Clerical employees employed at its Baytown Chemical Plant, excluding confidential employees, guards, watchmen, and supervisors, as defined by the Act, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and working conditions.
- B. ExxonMobil Refining and Supply, ExxonMobil Chemical Company, and the Union hereby agree to the establishment of a multiemployer bargaining unit comprised of all employees who are in the Office Clerical Units referred to above and employed by ExxonMobil Refining and Supply at its Baytown Refinery and by ExxonMobil Chemical Company at its Baytown Chemical Plant. This Agreement covers all employees in the multiemployer unit described above and shall be an Agreement between ExxonMobil Refining and Supply and the Union and between ExxonMobil Chemical Company and the Union as to their respective employees.
- C. ExxonMobil Refining and Supply and ExxonMobil

Chemical Company shall designate a Joint Bargaining Committee, composed of representatives of both Companies, which Committee shall be authorized to engage in collective bargaining with the Union on behalf of both Companies.

- D. The Companies will at all times refrain from any and all forms of interference in the matter of employees choosing their representatives.
- E. Upon certification by the Union that it has an official representative(s) in any division to represent the employees for the purpose of dealing with the Companies on grievances or matters of collective bargaining hereunder, the Companies will recognize and deal with such representative(s) on such matters, subject to the provisions of this Agreement.
- F. Where the context and the circumstances require, the gender of all words used in this document shall include the masculine, feminine, and neuter; and the singular of all words shall include the plural and the plural, the singular.

ARTICLE II

RIGHTS OF UNION REPRESENTATIVES AND OTHER EMPLOYEES

- A. The official acts of a representative of the Union shall be construed as the official acts of the Union, not of the individual, and shall not reflect upon the work or standing of such person. No reference shall be made on any individual's personnel record as to his/her membership or nonmembership in the Union.
- B. If Union representatives or other employees involved are on duty at the time set for attending a conference

with the Companies, each of them shall make necessary arrangements with his/her immediate supervisor before attending such meeting. No employee who has made necessary arrangements to attend conferences will suffer a loss of pay by reason of his/her attending such conferences.

- C. Employees shall be free to join or not join any church, society, fraternity, union, or any other labor organization. The Companies shall refrain from any and all forms of interference, intimidation, and coercion by word or deed in the rights of any employee to exercise his/her freedom of action in these matters.
- D. The Companies and the Union shall continue to refrain from any form of discrimination against an employee because of race, color, religion, age, sex, national origin, handicap, or veteran status.

ARTICLE III

PAYROLL DEDUCTIONS

Upon receipt of written authorization from an employee, on a form approved by the Companies, the amount specified thereon will be deducted from the pay of such employee.

Such authorization shall continue in effect during the term of the Agreement, subject to the right of the Union or such employee to cancel the authorization at any time by giving the appropriate Company written notice 30 days in advance of the effective cancellation date. The Companies will notify the Union in writing of an employee's cancellation immediately upon receipt of same.

The Companies shall assume no responsibility in connection with such deduction except to forward the sum of money deducted, as requested by the employee, to the Treasurer of the Union.

ARTICLE IV

FUNCTIONS OF MANAGEMENT

The Companies shall retain all rights of management resulting from the ownership of their plants and facilities or pertaining to the operation of the business, except to the extent that such rights are limited by the provisions of this Agreement.

ARTICLE V

WORKING RULES

As a means of directing the working force, directing and controlling plant operations, maintaining appropriate discipline and standards of individual and group conduct, the Companies will from time to time, as they deem advisable, publish working rules. Such rules shall not be in conflict with any provision of this Agreement.

ARTICLE VI

DISCIPLINE AND DISCHARGE

- A.1. The first eighteen months of an employee's continuous active service for employees hired on or after April 30, 2003 (12 months for employees hired before April 30, 2003), shall be considered as temporary, and termination of employment within that time may be made at the discretion of the Company.
2. In the event of re-employment following a break in continuous active service, an employee shall be considered as temporary for only six months, and termination of employment within that time may be made at the appropriate Company's discretion. Provided, however,

that for all BEF-represented employees re-employed after March 15, 1987, the appropriate Company, following the necessary review and with prior notice to the Union, may extend the period of temporary employment up to three months if such an employee's work performance is below management expectations.

3. For temporary employees, the Union shall have the right to inquire into the cause of such termination if authorized to do so by the terminated employee. Suspensions and terminations of temporary employees are not subject to the arbitration procedures.
- B. The Companies shall have the right to discipline and discharge employees for just cause.

ARTICLE VII

LAYOFFS

- A. The determination of the necessity for a layoff, as well as the determination of the number of employees to be laid off, is a function of the Companies and must rest with them. However, the Companies will not contract clerical work customarily performed by employees covered by this Agreement which will result in the removal from the Bargaining Unit of employees qualified to perform the work.
- B. If the Companies find it necessary to lay off employees from the unit, the employees laid off shall be those with the least Office Clerical seniority, as defined in Article IX, provided, however, that a qualified replacement is available in each case. The Union shall be given 60 days' notice prior to such layoff.
- C. The Companies will pay the special termination allowance as shown in Schedule C to surplus employees who

are laid off and to employees whose resignation, with the approval of the Companies, will reduce the size of the layoff.

- D. The Companies will make every reasonable effort to assign employees who are scheduled to be laid off to jobs outside the bargaining unit before effecting a lay-off.
- E. In administering the provisions of this Article, the Companies shall not be required to assign an employee to any job he/she is not capable of performing.
- F. Individuals laid off during the preceding 12 months shall be offered re-employment when permanently needed in the order of Office Clerical seniority, as defined in Article IX, provided nothing has happened in the meantime to render them unfit to do the work. Offers of re-employment under this Article shall be made by registered letter, return receipt requested, to the last known addresses of former employees and shall remain open for 15 calendar days after the postmark date.

ARTICLE VIII

RE-EMPLOYMENT AND REINSTATEMENT FOLLOWING MILITARY SERVICE

It is understood that the purpose of the re-employment provisions of existing laws, applicable to the Armed Forces, is to give maximum practical assurance that a regular employee who leaves a regular position in order to serve in the Armed Forces of the United States will, if he/she applies for reinstatement within the time limit prescribed by law after his/her release from military service and if he/she is still qualified to perform the duties of such position, be restored to such position or to a position of like seniority, status, and pay, unless the employer's circumstances have so changed

as to make such restoration impossible or unreasonable. The Companies will endeavor to carry out the purpose of such laws as set out in this paragraph.

The above provisions are wholly independent of and do not limit or impair any privileges and benefits programs that the Companies may otherwise extend to regular and temporary employees.

ARTICLE IX

SENIORITY

- A. **OFFICE CLERICAL SENIORITY** — Office Clerical seniority shall be the amount of time an employee has been regularly classified on jobs covered in this Agreement, and if an employee was regularly classified on such a job on June 1, 1961, Office Clerical seniority shall include all continuous active Company service accredited to him prior to June 1, 1961.
- B. **SENIOR EMPLOYEE** — The employee who has the most Office Clerical Seniority (as defined in A of this Article and except as limited by C of this Article) shall be the senior employee. In the event the Office Clerical seniority of two or more employees is equal, the senior employee shall be determined by:
 - 1. Baytown Refinery or Baytown Chemical Plant service; that being equal, then
 - 2. Continuous active Company service; that being equal, then
 - 3. The oldest in age.
- C. **DEDUCTIBLE TIME** — An employee's seniority credits shall be reduced by that period of time he/she is:

1. On a regular leave of absence for more than 30 days.
2. On a special leave of absence for more than 6 months.
3. On classification not covered by this Agreement.

These deductible periods of time shall not apply to employees on military leave and exceptional cases may be handled by mutual agreement of the parties hereto, without modifying this Agreement.

- D. SENIORITY TERMINATION — All seniority shall be broken and an employee shall retain no seniority credit in the following cases.

1. Absence due to layoff in excess of one year.
2. Failure to report in 15 days when recalled from layoff, except when extension is granted by the Company.
3. Discharge for just cause.
4. Resignation.

ARTICLE X

SALARIES

- A. Salary Progression Schedules for 2003 is as follows:

BEF Office/Clerical Salary Schedule Effective February 1, 2003

Job Family	Step	Steps 12-Month Interval											
		1	2	3	4	5	6	7	8	9	10	11	12
I	2971	3266	3458	3531	3649	3748	3838	3926	4019	4121	4228	—	—
II	3009	3321	3509	3571	3644	3727	3813	3901	3996	4092	4199	4289	—
III	3286	3378	3442	3506	3577	3651	3722	3802	3875	3948	4021	4097	4170

1. Intervals between steps shall be as follows:

- (a) Job Families III will be on six-month intervals until reaching Step 1. All increases from Step 1 will be on 12-month intervals until reaching the top rate of the job family.
- (b) Job Families II and I shall have 12-month intervals between all steps until reaching the top rate for the respective job family.
- (c) The time between intervals begins when the employee is first placed on the schedule and will be measured by Benefit Plan Service.
- (d) For all employees placed on the Companies' BEF-represented rolls after March 15, 1987, the appropriate Company, following necessary review and prior notice to the Union, may extend the interval between any given salary at any time during the first five years the employee is on the BEF progression schedule. The extension of the interval between any given salary shall be in increments of up to six months, with the total extension

not to exceed 12 months. Any extension(s) shall affect the employee's anniversary date for additional advancement.

2. Promotions to a higher classification:

Employees will not be eligible for consideration for promotion to a higher Job Family while considered a temporary employee.

When an employee is promoted into a higher classification, the individual's salary shall increase as follows:

- (a) If the current salary is below the minimum rate of the higher job family, the employee shall go to the minimum rate; otherwise, to the first step which exceeds current salary, in the higher job family classification.
- (b) Timing of subsequent step increases will not be affected by promotion and will occur on the appropriate anniversary date.
- (c) At management's discretion, an employee can be promoted to a salary one step above the level provided for in Article X.A.2.(a) above. Any such promotion shall result in a change of the anniversary date to date of promotion.

B. The highest salary progression schedule rate for Office Clerical employees represented by the Baytown Employees Federation will remain competitive with comparable rates paid by the leaders of local major competition.

C. Negotiations for the purpose of making general adjustments in progression schedules for employees covered

under this Agreement shall be between the Union and a Negotiating Committee composed of Management members from the Baytown Refinery and the Baytown Chemical Plant.

D. Although not subject to the grievance procedure, the appropriate Company will discuss job classifications, job families, and salary ranges within the progression system with Union representatives on request.

ARTICLE XI

NORMAL HOURS OF WORK AND SHIFT DIFFERENTIALS

A. Normal Hours of Work

<u>Work Location</u>	<u>Shift No. 1</u> <u>PM/12:00 AM</u>	<u>Shift No. 2</u> <u>AM/PM</u>	<u>Shift No. 3</u> <u>PM/12:00 AM</u>
Accounting		7:00 - 4:00 7:30 - 4:00 7:30 - 4:15 7:30 - 4:30	
Computing and Quality Control	12:00 - 8:00	4:00 - 12:00 6:00 - 2:30 7:00 - 4:00 7:30 - 4:00 7:30 - 4:15 7:30 - 4:30	4:00 - 12:00
Human Resources		8:00 - 5:00 7:30 - 4:15 7:30 - 4:30	
General Service		7:00 - 3:30 7:00 - 4:00 7:30 - 4:00 7:30 - 4:15 7:30 - 4:30 7:45 - 4:45 8:30 - 5:00	
Mechanical		7:00 - 3:30 7:30 - 4:00 7:30 - 4:15 7:30 - 4:30	4:00 - 12:00
Medical		7:00 - 4:00 7:30 - 4:15	

ARTICLE XI (CONTINUED)

SHIFT DIFFERENTIALS

A. Normal Hours of Work (Continued)

Work Location	Shift No. 1 am/pm am	Shift No. 2 am pm	Shift No. 3 pm pm/pm
Process	11:00 - 7:00* 12:00 - 8:00*	7:00 - 3:00 7:30 - 4:00 7:30 - 4:15 7:30 - 4:30 8:00 - 4:00	3:00 - 11:00* 4:00 - 12:00*
Purchasing		7:30 - 4:15 7:30 - 4:30	
Technical	11:00 - 7:00*	7:00 - 3:00* 7:30 - 4:00 7:30 - 4:15 7:30 - 4:30 8:00 - 4:00 8:00 - 5:00	3:00 - 11:00*

*Includes rotating shifts.

Deviations from the above schedule shall be kept to a minimum.

B. Shift Differentials

Employees shall be paid a differential of one dollar and fifty cents an hour when working the No. 1 Shifts and a differential of 75 cents an hour when working the No. 3 Shifts.

Employees working the No. 2 shifts shall be paid a differential of one dollar and fifty cents an hour for time worked before 7:30 a.m., provided they begin work before 7:00 a.m., and a differential of 75 cents an hour for time worked past the normal end of their No. 2 Shifts.

EXCEPTIONS — Employees normally working the No. 2 Shifts will not be allowed shift differential if they are permitted to alter their hours of work at their request except in bona fide shift exchanges with other employees.

ARTICLE XII

OVERTIME AND PREMIUM PAY RULES

A. Wage-Hour subject salaried employees will be paid rate and one-half for:

- Time worked in excess of eight hours in any 24-hour period. An employee may, at his/her request and upon supervisory approval, move his/her regular eight-hour shift forward or backward by one hour, provided he/she waives premium pay resulting from such move. The premium-rate period may precede the straight-rate period where a premium rate is paid to satisfy some other rule.
- Time worked on the employee's scheduled off days and "callout" time on any day.
 - "Callout" time, for which a minimum of two and 7/10 hours will be allowed when an employee is called out on his/her off time to perform work that is not part of his/her regular schedule.
- Time worked on the first shift of a changed work schedule where the shift number has been changed and where 48 hours' notice has not been given. (If notification at the beginning of an employee's shift would have constituted 48 hours' notice, notification any time during the shift shall constitute 48 hours' notice.)

- b. Time worked on the first shift of a changed work schedule if the change from the employee's regular work schedule causes his/her offdays to be changed. This provision shall not require the payment of premium rates for changes for training, permanent assignment, group and individual rotations of personnel on regular assignment, employee's convenience or request.
 - c. Time worked on the first shift after the employee has worked ten shifts on a changed work schedule for which premium time was payable for the first shift under Subsection 3.b. above. If the changed work schedule is for emergency work, rate and one-half will continue to be paid for time worked by an employee on the first shift following his/her completion of each nine shifts at straight time on the changed work schedule.
 - d. Time worked on the first shift of an employee's regular work schedule if the return to the regular schedule is from a changed work schedule for the first shift of which premium time was payable under Subsection 3.b. above.
 - e. Employees who are due premium pay on a holiday in accordance with Subsections a., b., c., or d. above will receive the premium pay for the first regularly scheduled workday immediately following the holiday.
- (For purposes of this provision, a "change in schedule" is a change in shift or a change in offdays.)
- 4. Time worked continuously after the end of any regularly scheduled eight-hour shift.

- 5. Partial days of disability up to the remainder of eight hours only if the employee is working on his/her regular or changed schedule at premium rate and is relieved from duty because of illness or industrial injury.
- 6. Time worked on holidays as defined in Article XV.

- B. Wage earners and Wage-Hour subject salaried employees will be paid double rate for "callout" time and any other time worked on the second offday provided the employee performs work on any part of the five preceding regularly scheduled workdays and at least three hours are worked on the first offday. A holiday observed or jury duty served on one of the five regularly scheduled workdays will be counted as time worked. Callouts and attendance at mandatory meetings on the first offday shall make an employee eligible for double time under this provision. Double rate will be paid for time worked after the employee has worked eight hours on each day observed as a holiday.
- 1. For determining when a day has been worked, only the following will be counted:
 - a. Days on which the employee works all or part of the day. A holiday observed or jury duty served on one of the scheduled workdays will be counted as time worked.
 - b. Days that are scheduled workdays on which the employee reports for work and is not permitted to work due to lack of work or inclement weather.
 - 2. The "workweek" is defined as follows:

For rotating shift employees, the workweek consists of the seven-day period beginning at 11:00 p.m.

Sunday and ending at 11:00 p.m. the following Sunday. For other employees, the workweek consists of the seven-day period beginning at 12:01 a.m. Monday and ending at 12:00 p.m. Sunday.

- C. Two premium rates will not be paid for the same hours. Also, in the event rate and one-half and double rate are both applicable under the provisions of this Article, double rate should be paid.

ARTICLE XIII

HEALTH AND SAFETY

The Companies will make every reasonable effort (1) to maintain sanitary and healthful working conditions; (2) to prevent industrial accidents; (3) to provide adequate hospitalization at the Companies' expense for the care of employees injured in the line of duty; and (4) to provide health supervision by a competent medical staff.

ARTICLE XIV

VACATIONS

(See Side Letter Dated June 21, 2000)

- A. Each employee is eligible for vacation with pay in accordance with the following schedule:

Service	Vacation
After 6 Months	*1 Week
After 1 Year	*1 Additional Week
2 Through 4 Years	2 Weeks
5 Through 9 Years	3 Weeks
10 Through 19 Years	4 Weeks
20 Through 29 Years	5 Weeks
30 or More Years	6 Weeks

* May be taken together after 1 year.

Company accredited service, the last year preceding each vacation being continuous active service, is used in determining the vacation to which an employee is entitled.

- B. If death occurs in the immediate family of an employee during the employee's vacation, the employee shall receive the allowance for death in immediate family as is necessary under the circumstances. That portion of the vacation canceled by the allowance due to death of a member of the employee's immediate family will, at the discretion of the Company, be added to the vacation period originally scheduled or taken at some future date within the current calendar year.

ARTICLE XV

HOLIDAY SCHEDULE AND RULES

A. Holiday Schedule

Holiday Schedule

1. New Year's Day
2. Good Friday
3. Memorial Day (last Monday in May)
4. July 4
5. Labor Day
6. Thanksgiving Day
7. Friday after Thanksgiving Day
8. Christmas Eve, except when Christmas Day falls on a Monday or Thursday, in which event, the day after Christmas. (When Christmas Day falls on Sunday, the preceding Friday).
9. Christmas Day
10. Floater - Each employee may select one (1) additional holiday at his/her option, provided the employee is on the payroll prior to July 1st. If the employee is on payroll July 1st or later, they are not eligible for the one (1) optional holiday of the applicable year.

Holidays falling on Saturday and Sunday shall be observed on Friday and Monday, respectively, and the holiday rules applied on those days, with the exception that employees scheduled to work on the calendar day of a holiday will observe the calendar day as the holiday.

B. Holiday Rules

A holiday allowance amounting to 8 hours times the normal straight-time hourly rate shall be paid for each holiday in addition to any payments that are made for work time, vacation, or sickness benefits for the same day.

An employee on sick leave who has used up his/her sickness benefits shall not be eligible for the holiday allowance.

If the holiday falls within an excused absence of 7 days or less, the holiday allowance shall be paid. If the leave of absence is for a longer period, the holiday allowance is not payable.

ARTICLE XVI

JURY AND WITNESS SERVICE

- A. Employees required to perform jury service on a day during which they are scheduled to work shall notify their supervisors at least 24 hours prior to the time they are scheduled to begin jury service. Employees who give such notice shall be paid for their scheduled hours of work at straight-time rates and not be required to report for work on any day on which jury service is performed.
- B. Employees required to appear under subpoena at a court proceeding as a witness in a criminal trial on a day dur-

ing which they are regularly scheduled to work shall notify their supervisor at least 24 hours prior to the time they are scheduled to appear in court. Employees who are not defendants in said trials and who give such notice shall be reimbursed for no more than the difference between their normal straight-time earnings for one day and the fee to which they are entitled as a witness.

ARTICLE XVII

BENEFIT PLANS

- A. This Agreement does not affect the eligibility of employees for participation in the Companies' Benefit Plans (annuity plan, thrift plan, disability plan, contributory group life insurance plan, and noncontributory group life insurance plan), dependency pay for military leave and military leave pay, or any other benefit plan of the Companies now in effect, all of which plans and programs shall be governed by their separate provisions. This provision, however, is not a waiver of such right as the Union has to bargain concerning these plans.
- B. The Companies agree to make available to employees of the Companies credit cards, the use of which shall be subject to the Companies' regulations and subject to State and Federal statutes and regulations. Employees who hold valid credit cards shall receive discounts, for purchases thereon, in accordance with the discount policy at the time purchases are made.

ARTICLE XVIII

LEAVE DUE TO DEATH IN IMMEDIATE FAMILY

An employee, irrespective of length of service, will be allowed a reasonable time at straight rate for a period not to

exceed three regularly scheduled workdays for time lost because of death in employee's immediate family. The term "immediate family" is interpreted as meaning wife, husband, child, brother and sister, mother and father, grandfather, grandmother, grandchild, mother-in-law and father-in-law, brother-in-law and sister-in-law, son-in-law and daughter-in-law, and other relatives who are members of the employee's immediate household. The term "immediate family" shall also be interpreted so as to include equal coverage of the above-designated relatives of employee and spouse. The application of this provision shall be limited to maintenance of normal straight-time earnings and shall not apply to an employee who is off the job due to disability, leave of absence, etc. The day on which death occurs may be counted as one of the three days for which pay may be allowed, provided the employee is off from work for that reason.

Allowance for death in an employee's immediate family that may occur while the employee is on vacation is to be handled in accordance with the provisions of Article XIV.B.

ARTICLE XIX

BULLETIN BOARDS AND COPIES OF AGREEMENT

- A. The Companies will provide and maintain bulletin boards in such numbers and at such locations within the Baytown Refinery and the Baytown Chemical Plant as the parties may agree upon from time to time. Such bulletin boards may be used by the Union for the posting of notices which are of general interest to its members, provided no notices or bulletins of a controversial or political character shall be posted.

All Union notices shall be signed by an elected representative of the Union before posting.

- B. The Companies will furnish a printed copy of this Agreement to each present employee and to each new employee when hired.

ARTICLE XX

GRIEVANCES

Any employee or group of employees shall first present a grievance to his/her or their immediate supervisor with the assistance of either a Representative or Council member if desired by the aggrieved employee(s). The Union will be notified of such grievances presented by employees, and a representative of the Union will be given the opportunity to be present at the adjustment thereof. Only if a settlement satisfactory to the employee(s) and to the Union is not thus obtained, may the formal grievance procedure be invoked as follows:

- A. The aggrieved employee(s) and/or the appropriate Union Representative(s) and/or Council member shall request a meeting with the appropriate higher level supervisor within 30 days following the occurrence of the event complained of; the request shall be accompanied by a written statement identifying the issues. That supervisor shall grant a conference within seven days which may be attended by the aggrieved employee, or a reasonable number of aggrieved employees if there are more than one, the appropriate Departmental Union Representative(s) and the appropriate Executive Council members. That supervisor shall render a decision in the meeting or in writing within seven days.
- B. If the grievance is not thus settled satisfactorily, the Union may present it, in writing, within 30 days to the appropriate Manager. Within 14 days, the appropriate Manager, or his/her designated representative, shall grant a meeting which may be attended by the aggrieved em-

ployee, or a reasonable number of aggrieved employees if there are more than one, the appropriate Union representative(s) and the Executive Council. A decision shall be rendered in the meeting, or in writing, within 15 days following the meeting.

If the decision is not satisfactory to the Union, then arbitration may be invoked if the grievance meets the provisions of Article XXI hereof.

Grievances involving the discharge of an employee under Article VI.B. may be taken up directly by the employee and/or the Executive Council with the appropriate Manager or his/her designated representative, within seven days after the date of the discharge. If he/she sustains the discharge, the Union, at the employee's request, may carry the case to arbitration under the provisions of Article XXI.

In the event a grievance comes to the attention of the Union and the employee(s) affected elects not to pursue the matter, the appropriate Union representative may process it in accordance with the above procedure.

Nothing contained in this Agreement shall limit or impair the right of any individual employee(s) to present grievances to the Companies at any time; however, adjustments of grievances arising from such presentations shall in no way interfere with the Union's rights as set forth in the various provisions of this Agreement.

ARTICLE XXI

ARBITRATION

When the decision of the appropriate Manager on any grievance appealed to him/her under the provisions of Article XX is not satisfactory to the Union and when such griev-

ance involves an alleged violation of a specific provision of this Agreement by the Company, then upon written demand by the Union, the dispute will be referred, within 30 days following the decision of the Manager or his/her designated representatives, to arbitration.

Upon receipt of the written demand for arbitration, the Company and the Union shall meet to reduce to writing the question to be submitted to the Arbitrator. After the question has been agreed upon, both parties shall each name a representative.

The two representatives appointed by the Company and the Union shall then request from the Federal Mediation and Conciliation Service, Washington, D.C., a panel of five qualified arbitrators. From this panel the Arbitrator shall be selected by alternately striking names until four have been stricken. A toss of the coin shall determine whether the Union or the Company shall strike the first name. The remaining member of the panel shall be the Arbitrator. No one can be an arbitrator in more than one dispute between the parties during any 12-month period.

The Arbitrator shall have authority only to interpret and apply the provisions of this Agreement and shall not have authority to alter or add to it in any way. The decision of the Arbitrator shall be final and binding on the Company and the Union for duration of this Agreement.

The Companies shall not be obligated to pay any employee for work time lost in connection with an arbitration issue. The fees and expenses of the Arbitrator shall be borne equally by the parties.

In cases involving termination of employment, the parties shall:

A. Meet within ten working days following appeal to arbi-

tration to reduce to writing the question to be submitted to the Arbitrator.

- B. Request a panel of arbitrators within five working days after reducing the question to writing.
- C. Select the Arbitrator within ten working days following receipt of the panel of arbitrators.
- D. Establish a date for the hearing within 15 working days following notification by the Arbitrator. The hearing shall be scheduled within 90 calendar days after the expiration of said 15 working days.
- E. Request that the Arbitrator render an answer within 60 calendar days of the close of the hearing.

ARTICLE XXII

SPECIAL CONFERENCES

Special conferences may be called to discuss and settle items hereunder for which a procedure is not specifically provided in this Agreement. If the time for such conference cannot be mutually agreed upon, either party may call same upon 14 calendar days' notice in writing.

ARTICLE XXIII

CONTROLLING EFFECT OF STATUTES

This Agreement is made subject to all valid and applicable State and Federal laws, and to all valid and applicable rules and regulations promulgated thereunder.

ARTICLE XXIV

DURATION OF AGREEMENT

This Agreement supercedes all prior agreements and shall be and remain in force and effect from April 30, 2003 until 4:00 P.M. on March 15, 2007 and for consecutive one-year periods thereafter, unless terminated by either party by written notice to the other party on or before January 15, 2007, or on or before the fifteenth day of January of any subsequent contract year.

ARTICLE XXV

INDUSTRIAL PEACE

The Companies and the Baytown Employees Federation agree that:

There shall be no cessation of work by employees or lockouts by the Companies during the term of this Agreement. The provisions of this Article are unconditional and neither the Companies, the Union, nor the employees shall be relieved of their obligations and duties imposed by the preceding sentence for any reason.

- A. The Union will give 60 days advance written notice to the Companies before the Union or any employee covered by this Agreement, either collectively or individually, engages or participates in, directly or indirectly, any strike, slowdown, stoppage, or other interference of production or work.
- B. The Companies will give 60 days advance written notice to the Union before any Company lockout.
- C. Neither the Union nor the Companies may give its 60-

day written notice before March 15, 2007.

D. All provisions of the collective bargaining agreement will be extended until the earlier of:

- (1) Expiration of the 60-day period after the above-described notice is given, or
- (2) The effective date of a new collective bargaining agreement between the parties.

ARTICLE XXVI

OVERTIME LUNCHES

An employee who works more than two consecutive hours beyond his/her scheduled shift will be eligible for a meal allowance of \$7.00 in his/her paycheck. An employee who works more than three consecutive hours beyond his/her shift will have the option to receive an overtime lunch in lieu of the meal allowance. (Note: Only one will apply an allowance or a meal.)

An employee required to work more than 11 consecutive hours shall be furnished a lunch by the Companies except on the occasions of the annual or semiannual shift exchanges for rotating shift employees. An employee who works into the No. 2 shift after having worked the No. 1 shift will be furnished a breakfast and a noon lunch if he works through those meal periods.

An employee scheduled out before his/her regular shift involving sixteen (16) hours total time on the job shall be furnished with a meal by the Companies at the meal period involved after the employee has worked eight (8) hours.

An employee called to work without sufficient notice to obtain a lunch will be furnished a lunch for each meal period involved even though he/she is not required to work more than 11 consecutive hours.

ARTICLE XXVII

AMENDMENTS, SCHEDULE CHANGES, AND SIDE AGREEMENTS

- A. This Agreement is subject to amendment or change at any time by mutual agreement of the parties hereto. For any amendment or change to become effective, it must be ratified and signed on behalf of the Union in accordance with its Constitution and Bylaws and signed on behalf of the Companies by authorized representatives.
- B. Deletions or additions to the list of classifications in Schedule A shall be accomplished in the manner outlined in A of this Article. This Agreement shall not limit the right of the Companies to create, fill, and place into effect new classifications covered by this Agreement; nor to determine the number of employees, if any, assigned to any classification listed in Schedule A; nor to prescribe or alter the duties of classifications listed on that Schedule.
- C. Confidential employees shall be listed in Schedule B hereof.
- D. Side Agreements may be made between the Union and the Companies; however, they may be terminated by either party by notice to the other party at any time, unless (1) a specified time is included in said agreements and (2) they are in writing and signed on behalf of the Union in accordance with its Constitution and Bylaws and on behalf of the Companies by authorized representatives.
- E. The parties agree to renew during the term of this Agreement the following Side Letters and agreements currently in existence between the parties:
 - a. Nonregular Employees (March 15, 1991)

- b. Double Rate on Second Offday (March 20, 1991)
- c. Banked Vacations (January 13, 1992)
- d. Make-Up Time (February 1, 1992)
- e. Exxon Research and Engineering (ERE) Gulf Coast Division Employees (July 26, 1995)
- f. Safety Footwear Subsidy (November 2, 1995)
- g. Vacation (June 21, 2000)
- h. ExxonMobil Benefits Plans (December 12, 2000)
- i. Interchange Process (July 30, 2001)
- j. Medical/Dental Subsidies (December 11, 2001)
- k. Study of Starting Employment Higher Than Start Rate (April 30, 2003)
- l. Contract Printing (April 30, 2003)
- m. Bulletin Boards (April 30, 2003)
- n. Salary Adjustment/Wage Reopener (April 30, 2003)

Other existing side agreements are not affected by this provision:

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers this 20th day of May 2003.

EXXONMOBIL REFINING AND SUPPLY COMPANY

By _____
Mike S. Brown, Manager, Baytown Refinery

EXXONMOBIL CHEMICAL COMPANY

By _____
Stephane de Mahieu, Manager, Baytown Chemical Plant

BAYTOWN EMPLOYEES FEDERATION LOCAL OF GCIWU PACEIU LOCAL 4-2001

By _____
Kenneth C. Kohlmeier, President

By _____
Sheyrl W. Webster, Clerical Vice President

By _____
Cindy Wolf, Secretary

SCHEDULE A
OFFICE CLERICAL UNIT TITLES

Titles	
<u>Clerical</u>	<u>Secretarial</u>
Staff Human Resources Assistant	Executive Secretary/Staff Secretary
Staff Process Assistant	
Staff Mechanical Assistant	
Staff Technical Assistant	
Staff Accounting Assistant	
Staff Materials Assistant	
Staff Medical Assistant	
Staff Safety Assistant	
Staff Data Entry Operator	
Staff Materials Operator	
Staff Computer Operator	
Accountant (Chemicals)	
Senior Human Resources Assistant	Senior Secretary
Senior Process Assistant	
Senior Mechanical Assistant	
Senior Technical Assistant	
Senior Accounting Assistant	
Senior Materials Assistant	
Senior Medical Assistant	
Senior Data Entry Operator	
Senior Materials Operator	
Senior Receptionist	
Human Resources Assistant	Secretary
Process Assistant	
Mechanical Assistant	
Technical Assistant	
Accounting Assistant	
Materials Assistant	
Medical Assistant	
Data Entry Operator	
Materials Operator	
Communications Operator	

SCHEDULE B

EXCLUDED: Confidential Employees

Secretaries to:

- Refinery Manager
- Chemical Plant Manager
- Process Manager
- Mechanical Manager
- Technical Manager
- Area HR Manager
- Human Resources Advisor and Assistant
- Mechanical Department Head
- Process Department Head
- Technical Department Head
- O&A Chemical Plant Manager
- Polypropylene Plant Manager
- Butyl Polymers Plant Manager
- Baytown Area Controller Manager
- Downstream Applications Manager
- GIS Infrastructure Operations Manager
- Site Services Department Manager
- Baytown Complex Lab Manager

Employees in the Compensation and Labor Relations Sections of the Human Resources Department and employees assigned to the preparation of the salary payroll and to budget work in the Accounting Department.

SCHEDULE OF SPECIAL TERMINATION ALLOWANCES

For Employees With	Amount of Payment
1 year but less than 2 years' service	1 week's pay
2 years but less than 3 years' service	2 weeks' pay
3 years but less than 4 years' service	3 weeks' pay
4 years but less than 5 years' service	4 weeks' pay
5 years but less than 6 years' service	5 weeks' pay
6 years but less than 7 years' service	6-1/2 weeks' pay
7 years but less than 8 years' service	8 weeks' pay
8 years but less than 9 years' service	9-1/2 weeks' pay
9 years but less than 10 years' service	11 weeks' pay
10 years but less than 11 years' service	12-1/2 weeks' pay
11 years but less than 12 years' service	14-1/2 weeks' pay
12 years but less than 13 years' service	16-1/2 weeks' pay
13 years but less than 14 years' service	18-1/2 weeks' pay
14 years but less than 15 years' service	20-1/2 weeks' pay
15 years but less than 16 years' service	22-1/2 weeks' pay
16 years but less than 17 years' service	25 weeks' pay
17 years but less than 18 years' service	27-1/2 weeks' pay
18 years but less than 19 years' service	30 weeks' pay
19 years but less than 20 years' service	32-1/2 weeks' pay
20 years but less than 21 years' service	35 weeks' pay
21 years but less than 22 years' service	38 weeks' pay
22 years but less than 23 years' service	41 weeks' pay
23 years but less than 24 years' service	44 weeks' pay
24 years but less than 25 years' service	47 weeks' pay
25 years but less than 26 years' service	50 weeks' pay
26 years but less than 27 years' service	53-1/2 weeks' pay
27 years but less than 28 years' service	57 weeks' pay
28 years but less than 29 years' service	60-1/2 weeks' pay
29 years but less than 30 years' service	64 weeks' pay
30 years but less than 31 years' service	67-1/2 weeks' pay

SIDE AGREEMENT

The parties hereby agree that the Baytown Refinery office/clerical employees, represented by the Baytown Employees Federation under its agreement with Exxon Company, U.S.A. (EUSA) and Exxon Chemical Americas (ECA), who perform work for Exxon Research and Engineering (ERE) Gulf Coast Division in the Refinery Main Office Building will be carried on the ERE payroll for manpower accounting purposes.

This Side Agreement shall remain in effect concurrently with the Office/Clerical Unit Agreement between EUSA, ECA, and the BEF.

EXXON COMPANY, U.S.A.

By _____
S. J. Glass, Manager
Baytown Refinery

BAYTOWN EMPLOYEES FEDERATION

By _____
Nancy C. Mitchell, President

By _____
W. P. (Lee) Chitty, Secretary

SIDE AGREEMENT

The following agreement was extended during recent discussions between Exxon Company, U.S.A., Exxon Chemical Americas, and the Baytown Employees Federation regarding nonregular Exxon employees.

Nonregular employees will be governed by the applicable provisions of the Benefit Plan which provides certain coverage for nonregular employees. Nonregular employees will receive holiday pay in accordance with their regular scheduled hours of work if the holiday is observed on a regular scheduled workday and they work the scheduled workday or their normal work schedule immediately preceding and following the holiday.

Nonregular employees are temporary employees and their employment can be terminated at any time at the appropriate Company's sole discretion and, as such, their termination of employment shall not be subject to the grievance and arbitration provisions of the bargaining Agreement. Nonregular employees are covered under the provisions of the bargaining Agreement except for vacation; hospital/surgical/medical, Health Maintenance Organizations, and dental insurance subsidies; layoff provisions; severance allowance; leaves of absence; jury and witness service; employee credit card discount; and leaves due to death in the family.

Nonregular vocational education (VOE) students are not subject to representation and are not covered under this Agreement.

This Side Agreement shall remain in effect for the life of the bargaining Agreement between Exxon Company, U.S.A., Exxon Chemical Americas, and the Baytown Employees Federation.

EXXON COMPANY, U.S.A.

By _____
Ben S. Markham
Manager, Baytown Refinery

EXXON CHEMICAL AMERICAS

By _____
Raymond C. Floyd
Manager, Baytown Chemical Plant

BAYTOWN EMPLOYEES FEDERATION

By _____
Wanda R. Jones
President

By _____
Linda S. Felder
Secretary

SIDE AGREEMENT

Agreement was reached during recent negotiations between Exxon Company, U.S.A., Exxon Chemical Americas, and the Baytown Employees Federation regarding the Article XII.B. requirement that "at least three hours are worked on the first offday" in order for an employee to be eligible to receive double rate on the second offday. Effective March 15, 1991, for a one-year trial period, the Companies and the Union agreed to waive this requirement so that an employee is eligible to receive double rate on the second offday provided the employee performs work on any part of the five preceding regularly scheduled workdays and any part of the first scheduled offday. Approval guidelines will be developed to include specific procedures for overtime worked on the first offday when an employee is scheduled to work on the second offday. At the end of the trial period, the Side Agreement will be reviewed and may be extended by mutual agreement.

EXXON COMPANY, U.S.A.

By: S. J. Glass, Manager
Baytown Refinery

EXXON CHEMICAL AMERICAS

By: K. A. Fulton, Manager
Baytown Chemical Plant

BAYTOWN EMPLOYEES FEDERATION

By: N. M. Barton
President

By: W. P. Cervenka
Secretary

January 13, 1992

Ms. Wanda Jones, President
Baytown Employees Federation

Dear Ms. Jones:

This is to confirm the following commitments made by the Companies in the recent discussions with the Union.

Partial Day Vacations (Laboratory Eight-Hour Shift)

- Employees may take up to three of their allowable one-day vacations in one-half day increments on either the first half or last half of the shift. Twelve months following the implementation of the provision, experience relative to one-half day vacations will be reviewed and discussed with the Union.

Banked Vacations

- An employee, with Management's approval, may defer up to one week of his/her current year's vacation and withdraw it in increments of one to five days. The request for such deferral may be made by the employee at any time during the calendar year. An employee's regular rate of pay in effect at the time the deferred vacation is taken will apply.

Sincerely,

Ben S. Markham
Manager
Baytown Refinery

Raymond C. Floyd
Manager
Baytown Chemical Plant

SIDE AGREEMENT

Agreement was reached between Exxon Company, U.S.A., Exxon Chemical Americas, and the Baytown Employees Federation to extend the Side Agreement dated March 9, 1988 for one year. This Agreement relates to excused make-up time for office/clerical employees. Effective February 1, 1992, any office/ clerical employee, with prior supervisory approval, may take a nominal period of excused make-up time during a workweek not to exceed four hours, which can be made up to maintain normal earnings within the same workweek without incurring premium pay. Any such approved excused time must be consistent with business needs, and this provision shall not require Management to create inefficient work opportunities to allow employees to make up such excused time. Any work in excess of eight hours in a day or work performed on an offday during the workweek following the excused make-up time will be counted as make-up time. Such time will not count toward eligibility for premium pay or double-rate pay. This Agreement can be canceled by either party at any time with 30 days' prior written notice.

EXXON COMPANY, U.S.A.

By _____
Ben S. Markham Manager, Baytown Refinery

EXXON CHEMICAL AMERICAS

By _____
Raymond C. Floyd Manager, Baytown Chemical Plant

BAYTOWN EMPLOYEES FEDERATION

By _____ By _____
Wanda R. Jones, President Linda S. Felder, Secretary

SAFETY FOOTWEAR SUBSIDY

Ms. Wanda R. Jones, President
Baytown Employees Federation

Dear Ms. Jones:

This letter confirms an agreement reached between Exxon Company, U.S.A., Exxon Chemical Americas, and the Baytown Employees Federation (BEF) in recent discussions. This agreement supersedes and cancels the agreement dated August 18, 1994 regarding safety shoe subsidies. The BEF has agreed to the following with regard to the Companies' commitment relative to subsidies for safety shoes. This commitment, effective January 1, 1995, and through the duration of the Contract, is as follows:

- Employees whose normal assignment requires them to work in the Plant (field personnel) will be reimbursed up to \$160 per calendar year for the purchase of Company approved safety foot wear from a vendor of the employee's choice.
- Employees whose assignment requires some level of field contact (MOB/CAB and other office personnel) will be reimbursed up to \$160 every two years for Company approved safety foot wear purchased from a vendor of the employee's choice.

Sincerely,

S. K. Stuewer, Manager
Baytown Refinery

R. C. Floyd, Manager
Baytown Chemical Plant

SKS
RCF/doc

SIDE AGREEMENT

Exxon Company, U.S.A., Exxon Chemical Americas, and the Baytown Employees Federation (BEF) Clerical Unit hereby establish the following revisions to Article XIV of the Bargaining Agreement between the Baytown Employees Federation Clerical Unit and the Companies to reflect the enhancements to the Companies' Vacation Policy.

- An employee hired on or after January 1, 1997 will earn one day of vacation for each full month that they are actively employed*, up to a maximum of ten vacation days (seven for 12-hour employees).
- A vacation day is earned only if the employee is actively employed on the first scheduled workday of the month when they are employed. (This applies only to the first month of employment.)
- At the beginning of the calendar year an employee may take vacation in advance of his/her total vacation eligibility for the calendar year.
- Any vacation taken prior to being earned is considered an advance of the employee's pay and, as such, may affect the person's final pay upon termination of employment as described below.
 - If termination of employment occurs prior to the beginning of the calendar year an employee will attain five years of credited service, the employee will be paid the cash equivalent of any earned vacation days not used.
 - If at the time of termination of employment, an employee has used more vacation days than earned, Pay-

roll will adjust the employee's final pay to reflect the advance of the used but unearned vacation days.

- This side agreement is only in effect until January 1 of the calendar year that an employee attains five years of credited service.

EXXON COMPANY, U.S.A.

By _____
S. P. Hart, Manager
Baytown Refinery

EXXON CHEMICAL AMERICAS

By _____
J. R. Leon, Manager
Baytown Chemical Plant

BAYTOWN EMPLOYEES FEDERATION

By _____
Sheyrl Webster, President

By _____
Twilla Alford, Secretary

- Employees on leave of absence or temporary disability are not considered actively employed.

JB/dec
(SA Vacation-99-BEF/BEF)
3/8/00

MEMORANDUM OF AGREEMENT

July 30, 2001

This is to confirm that the Companies and Baytown Employees Federation (BEF) Technical and Office/Clerical agree, effective January 1, 2001, bargaining unit employees will become participants in the ExxonMobil Benefits Plans as follows:

1. ExxonMobil Pension Plan
2. ExxonMobil Savings Plan
3. ExxonMobil Disability Plan
4. ExxonMobil Life Insurance Plans
5. ExxonMobil Pre-Tax Spending Plan
6. ExxonMobil Medical Plan

Participation in the above Plans will be in accordance with and subject to all terms and conditions set forth in the formal documents of those Plans. The above Plans replace their respective counterparts in the former Exxon Corporation in total, except as employees are entitled to accrued and/or vested rights under the prior Plans and as may be provided as transition benefits.

EXXONMOBIL REFINING & SUPPLY

By _____
S. P. Hart, Manager Baytown Refinery

EXXONMOBIL CHEMICAL COMPANY

By _____
J. R. Leon, Manager Baytown Chemical Plant

BAYTOWN EMPLOYEES FEDERATION

By _____
Sheyl Webster Clerical Vice President, BEF Local of
GCIWU

By _____
Stevie Payne Technical
Vice President, BEF Local of GCIWU

KCM dco : (SA-ExxonMobil Benefit Plans/BEF) 12/12/00

SIDE LETTER

As a result of recent negotiations regarding issues outlined in the March 15, 2001 Side Agreement, the parties agree to the following changes:

- The Companies will develop a form with consistent requirements for staff support job evaluations at the Baytown Refinery and Baytown Chemical Plant. Development of the standard form will be coincident with other enhancements that will be considered in the coming year.
- When openings occur in BEF-represented positions, or new BEF-represented positions are created, those openings shall be filled using the following procedures:
 1. The available opening shall be posted (starting on a business day) for a period of ten calendar days to all Baytown Area sites.
 2. The notice of the opening shall be posted on the Company Intranet or by an alternative posting method.
 3. The Union Clerical Vice President shall be notified of the opening at the time of the posting of the notices as provided in Step 2.
 4. The open position shall first be offered to qualified/eligible applicants from the Refinery and the Chemical Plant.
 5. If no qualified/eligible Refinery or Chemical Plant employee is selected for the opening or there is no interest in the position, the position shall be offered to any qualified/eligible applicants from other Baytown ExxonMobil facilities.

6. If no qualified/eligible applicants are available or there is no interest from other Baytown ExxonMobil facilities, transfer request candidates from other ExxonMobil locations will be considered.
7. If no qualified applicants (via transfer request) are available from other ExxonMobil locations, the position may be filled as determined by Management.

EXXONMOBIL REFINING & SUPPLY

By _____
S. P. Hart, Manager
Baytown Refinery

EXXONMOBIL CHEMICAL COMPANY

By _____
Stephane de Mahieu, Site Manager
Baytown Chemical Plant

BAYTOWN EMPLOYEES FEDERATION

By _____
Sheyl Webster
Clerical Vice President, BEF
Local of GCIWU/PACE 4-2001

By _____
Ken Kohlmeier, President, GCIWU/PACE
Local 4-2001

By _____
Clody Wolf, Secretary, GCIWU/PACE
Local 4-2001

JCM:djc
(SA-Negotiations-2001-Interchange Guidelines)
8/8/01

SIDE AGREEMENT
MEDICAL/DENTAL SUBSIDIES

The Company agrees, effective January 1, 2002, to adjust its medical and dental contributions to Company sponsored medical and dental plans for employees of the Baytown Refinery and Baytown Chemical Plant represented by the Baytown Employees Federation Office/Clerical Unit, by an amount equal to the Company contribution being provided to non-represented employees in the same classes of coverage for the same plan. The Company and Union agree that effective with this Side Agreement, Baytown Employees Federation Office/ Clerical Unit represented employees at the Baytown Refinery and Baytown Chemical Plant will receive the same Company contributions to Company sponsored medical and dental plans as non-represented employees in the same classes of coverage at the Baytown Refinery and Baytown Chemical Plant. The Union agrees that neither changes to, nor premiums for, Company sponsored medical and dental plans will be negotiated. This Agreement will remain in effect until and unless amended or terminated by written mutual consent of the Company and the Union.

EXXONMOBIL REFINING & SUPPLY

By _____
S. P. Hart, Manager / Baytown Refinery

EXXONMOBIL CHEMICAL COMPANY

By _____
Stephane de Mahieu, Manager / Baytown Chemical Plant

By _____
Sheyrl Webster, Clerical Vice President,
BEF Local of GCIWU/PACE Local 4-2001

By _____
Ken Kohlmeier, President, GCIWU/PACE Local 4-2001

By _____
Cindy Wolf, Secretary, GCIWU/PACE Local 4-2001

JCM:dee
12/11/01

SIDE AGREEMENT
STUDY OF STARTING EMPLOYMENT AT
HIGHER THAN START RATE

Within thirty days of 2003 contract ratification, the Companies and Union will each appoint two employees to form a task force to identify criteria the Companies can use to hire employees at a rate higher than the start rate and to advance such employees through progressions. The task force will make its recommendations to management within thirty (30) days of formation.

EXXONMOBIL REFINING & SUPPLY COMPANY

By _____
M. S. Brown, Manager
Baytown Refinery

EXXONMOBIL CHEMICAL COMPANY

By _____
S. A. De Mahieu, Manager
Baytown Chemical Plant

By _____
Sheyrl Webster
Clerical Vice President, BEF
Local of GCIWU PACEIU Local 4-2001

By _____
Kenneth C. Kohlmeier
President, GCIWU PACEIU Local 4-2001

By _____
Cindy Wolf
Secretary, GCIWU PACEIU Local 4-2001

April 30, 2003

SIDE AGREEMENT
CONTRACT PRINTING

The Companies will furnish the Union a "Draft" copy of the new Agreement within fourteen (14) days of the Union's ratification of the Agreement.

Upon return receipt from the Union of the "Draft" copy of the Agreement, the Companies shall have forty-five (45) days to provide the Union with a "Final Proof" from the printer. By mutual agreement of the parties, if emergency circumstances arise, this time period may be extended an additional ten (10) days.

Upon receipt of the approved "Final Proof" of the Agreement from the Union, the Companies shall have not more than sixty (60) days to furnish a printed copy of the Agreement to each employee represented by the Union. By mutual agreement of the parties, if emergency circumstances arise, this time period may be extended an additional ten (10) days.

Effective this 20th day of May 2003.

EXXONMOBIL REFINING & SUPPLY BAYTOWN EMPLOYEES
FEDERATION

By _____
M. S. Brown
Baytown Refinery

By _____
Sheyrl Webster
Clerical Vice President,
BEF Local of GCIWU
PACEIU Local 4-2001

EXXONMOBIL CHEMICAL
COMPANY

By _____
S. A. de Mahieu
Baytown Chemical Plant

By _____
Kenneth C. Kohlmeier
President, GCIWU PACEIU
Local 4-2001

By _____
Cindy Wolf
Secretary, GCIWU PACEIU
Local 4-2001

SIDE AGREEMENT
BULLETIN BOARDS

The Companies agree to the following locations for the placement of new BEF Clerical/Staff Support and Technical Unit bulletin boards:

- Front Storehouse
- CAB — New Southeast Wing (by elevator)
- CAB — Cafeteria
- MOB — 10th Floor
- MOB — South Wing
- BTRF — Lab
- BTEC East — ASL

Effective this 20th day of May 2003.

EXXONMOBIL REFINING
& SUPPLY

By _____
M. S. Brown
Baytown Refinery

EXXONMOBIL CHEMICAL
COMPANY

By _____
S. A. de Mahieu
Baytown Chemical Plant

BAYTOWN EMPLOYEES
FEDERATION

By _____
Sheyl Webster
Clerical Vice President, BEF
Local of GCIWU PACEIU
Local 4-2001

By _____
Kenneth C. Kohlmeier
President, GCIWU PACEIU
Local 4-2001

By _____
Cindy Wolf
Secretary, GCIWU PACEIU
Local 4-2001

SIDE AGREEMENT
SALARY ADJUSTMENT/WAGE REOPENER

This Agreement is between ExxonMobil Refining and Supply Company, ExxonMobil Chemical Company (hereinafter "Companies") and BEF Local of GCIWU PACEIU Local 4-2001 (hereinafter "Union") and outlines the parties' agreement to a salary adjustment as follows.

1. Upon contract ratification each bargaining unit employee will receive a non-benefit bearing lump sum of \$1,000 less applicable taxes. This amount will be paid by separate check or in the employee's next regularly scheduled paycheck.
2. Wage reopener in 2004, 2005, and 2006.

The Union and the Companies will meet during March 2004, 2005 and 2006, respectively, for the purpose to bargain base salary rates for Office Clerical Unit employees. These discussions will conclude by March 15 of each applicable year. Any general salary increase will be effective on February 1 of that year.

If no agreement is reached, the Union will have the right to strike after 60-day notification to the Companies. Such notice to be given no earlier than March 15 of the respective year.

This Side Agreement is effective April 30, 2003.

EXXONMOBIL REFINING
& SUPPLY

By _____
M. S. Brown
Baytown Refinery

EXXONMOBIL CHEMICAL
COMPANY

By _____
S. A. de Mahieu
Baytown Chemical Plant

BAYTOWN EMPLOYEES
FEDERATION

By _____
Sheyl Webster
Clerical Vice President,
BEF Local of GCIWU
PACEIU Local 4-2001

By _____
Kenneth C. Kohlmeier
President, GCIWU PACEIU
Local 4-2001

By _____
Cindy Wolf
Secretary, GCIWU PACEIU
Local 4-2001

MEMORANDUM OF UNDERSTANDING

ExxonMobil Refining and Supply Company ("a division of Exxon Corporation"), formerly Exxon Company, U.S.A., ExxonMobil Chemical Company (a division of Exxon Mobil Corporation), formerly Exxon Chemical Americas, hereinafter jointly referred to as "ExxonMobil" or "Companies", and the Baytown Employees Federation (BEF), Office Clerical Unit, Local of GCIWU PACEIU Local 4-2001, hereinafter referred to as "Union" have agreed that the collective bargaining agreement ("Agreement") between the parties of March 15, 2001, shall be amended as set forth below. All terms and conditions of the Agreement are subject to conformance with applicable laws, regulations, and standards.

1. Except in the "WITNESSETH" section, change throughout the Agreement the names "Exxon Company U.S.A. to "ExxonMobil Refining and Supply Company" "Exxon Chemical Americas" to "ExxonMobil Chemical Company" and "Exxon" to "ExxonMobil".
2. Add the following paragraphs prior to the last "WHEREAS" in the "WITNESSETH" section:

"WHEREAS, on December 1, 1999 Exxon Corporation and Mobil Corporation merged to become Exxon Mobil Corporation and at that time Exxon Company, U.S.A. became known as ExxonMobil Refining and Supply Company (a division of Exxon Mobil Corporation) and Exxon Chemical Americas became known as ExxonMobil Chemical Company (a division of Exxon Mobil Corporation); and

WHEREAS in 2000 the Baytown Employees Federation (BEF) affiliated with the Gulf Coast Industrial Workers Union and in 2001 Gulf Coast Industrial Workers Union affiliated with the Paper, Allied-Industrial, Chemical & Energy Workers International Union (PACE) to become GCIWU PACEIU Local 4-2001:"

3. Amend Article XXIV (**DURATION OF AGREEMENT**) to read as follows:

"This Agreement supercedes all prior agreements and shall be and remain in force and effect from April 30, 2003 until 4:00 P.M. on March 15, 2007 and for consecutive one-year periods thereafter, unless terminated by either party by written notice to the other party on or before January 15, 2007, or on or before the fifteenth day of January of any subsequent contract year."

4. Salaries

Salaries are addressed in a side letter entitled "Salary Adjustment/Wage Reopener", attached hereto.

5. Amend Article VI (**DISCIPLINE AND DISCHARGE**), Paragraph A.1 in its entirety to read as follows:

"The first eighteen months of an employee's continuous active service for employees hired on or after April 30, 2003 (12 months for employees hired before April 30, 2003), shall be considered as temporary, and termination of employment within that time may be made at the discretion of the Company."

6. Amend BEF/Office Clerical Salary Schedule in Article X (**SALARIES**), Section A to read as follows:

"BEF Office/Clerical Salary Schedule
Effective February 1, 2003

Job Family	Steps 12-Month Interval														
	Start	6 Mos	Min	1	2	3	4	5	6	7	8	9	10	11	12
I	2971	-	3266	3456	3551	3649	3748	3838	3928	4019	4123	4228	-	-	-
II	2609	-	2825	2899	2971	3044	3127	3215	3305	3396	3492	3589	3689	-	-
III	2260	2378	2442	2506	2577	2653	2722	2802	2873	2948	3021	3097	3170	3220	-

Amend Article X, Paragraph A.1, to read as follows:

1. Intervals between steps shall be as follows:
 - (a) Job Families III will be on six-month intervals until reaching Step 1. All increases from Step 1 will be on 12-month intervals until reaching the top rate of the job family.
 - (b) No change from existing language
 - (c) No change from existing language
 - (d) No change from existing language
 - (e) delete

Amend Article X, Paragraph A.2 to read as follows:

2. Promotions to a higher classification:

Employees will not be eligible for consideration for promotion to a higher Job Family while considered a temporary employee.

When an employee is promoted into a higher classification, the individual's salary shall increase as follows:

 - (a) No change from existing language
 - (b) No change from existing language
 - (c) No change from existing language"

7. Amend the holiday schedule in Article XV (**HOLIDAY SCHEDULE & RULES**), Paragraph A to read as follows:

"Holiday Schedule

1. New Year's Day
2. Good Friday
3. Memorial Day (last Monday in May)
4. July 4
5. Labor Day
6. Thanksgiving Day
7. Friday after Thanksgiving Day
8. Christmas Eve, except when Christmas Day falls on a Monday or Thursday, in which event, the day after Christmas. (When Christmas Day falls on Sunday, the preceding Friday).
9. Christmas Day
10. Floater - Each employee may select one (1) additional holiday at his/her option, provided the employee is on the payroll prior to July 1st. If the employee is on payroll July 1st or later, they are not eligible for the one (1) optional holiday of the applicable year.

Holidays falling on Saturday and Sunday shall be observed on Friday and Monday, respectively, and the holiday rules applied on those days, with the exception that employees scheduled to work on the calendar day of a holiday will observe the calendar day as the holiday."

8. Amend Article XXV (**INDUSTRIAL PEACE**) by changing the year 2003 in paragraph C to 2007.
9. Amend Article XXVI (**OVERTIME LUNCHES**) by increasing the meal allowances from \$5.50 to \$7.00.
10. The parties agree to enter into Side Agreements, copies of which are attached relating to the following subjects:
- Contract Printing
 - Study of starting employment at higher than start rate
 - Bulletin Boards
 - Salary Adjustment/Wage Reopener
11. Update Schedule B to reflect the current organizational structure and roles being filled by Administrative Assistants that deal with sensitive and/or confidential information.

"EXCLUDED: Confidential Employees

Secretaries to: Refinery Manager
Chemical Plant Manager
Process Manager
Mechanical Manager

Technical Manager
Area HR Manager
Human Resources Advisor and Assistant
Mechanical Department Head
Process Department Head
Technical Department Head
O&A Chemical Plant Manager
Polypropylene Plant Manager
Butyl Polymers Plant Manager
Baytown Area Controller Manager
Downstream Applications Manager
GIS Infrastructure Operations Manager
Site Services Department Manager
Baytown Complex Lab Manager

Employees in the Compensation and Labor Relations Sections of the Human Resources Department and employees assigned to the preparation of the salary payroll and to budget work in the Accounting Department."

12. The parties agree to renew during the term of this Agreement the following Side Letters and agreements currently in existence between the parties:
- a. Nonregular Employees (March 15, 1991)
 - b. Double Rate on Second Offday (March 20, 1991)
 - c. Banked Vacations (January 13, 1992)
 - d. Make-Up Time (February 1, 1992)
 - e. Exxon Research and Engineering (ERE) Gulf Coast Division Employees (July 26, 1995)
 - f. Safety Footwear Subsidy (November 2, 1995)
 - g. Vacation (June 21, 2000)
 - h. ExxonMobil Benefits Plans (December 12, 2000)
 - i. Interchange Process (July 30, 2001)
 - j. Medical/Dental Subsidies (December 11, 2001)
 - k. Study of Starting Employment Higher Than Start Rate (April 30, 2003)
 - l. Contract Printing (April 30, 2003)
 - m. Bulletin Boards (April 30, 2003)
 - n. Salary Adjustment/Wage Reopener (April 30, 2003)

Other existing side agreements are not affected by this provision:

Except as amended by this Memorandum of Understanding, the Agreement between the parties effective March 15, 2001 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers this the ____ day of May 2003.

EXXONMOBIL REFINING & SUPPLY COMPANY

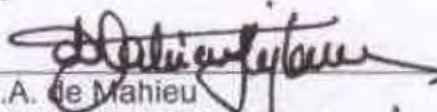
By:



M. S. Brown, Manager
Baytown Refinery

EXXONMOBIL CHEMICAL COMPANY

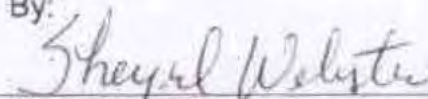
By:



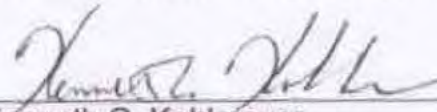
S.A. de Mahieu
Baytown Chemical Plant

BAYTOWN EMPLOYEE FEDERATION

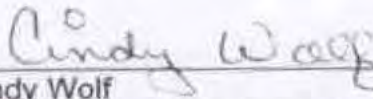
By:



Sheyrl Webster
Clerical Vice President, BEF
Local of GCIWU PACEIU Local 4-2001



Kenneth C. Kohlmeyer
President, GCIWU PACEIU Local 4-2001



Cindy Wolf
Secretary, GCIWU PACEIU Local 4-2001

SIDE AGREEMENT
STUDY OF STARTING EMPLOYMENT AT HIGHER THAN START RATE

Within thirty days of 2003 contract ratification, the Companies and Union will each appoint two employees to form a task force to identify criteria the Companies can use to hire employees at a rate higher than the start rate and to advance such employees through progressions. The task force will make its recommendations to management within thirty (30) days of formation.

EXXONMOBIL REFINING & SUPPLY COMPANY

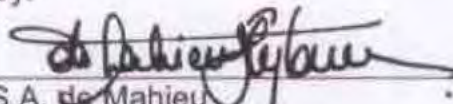
By:



M. S. Brown, Manager
Baytown Refinery

EXXONMOBIL CHEMICAL COMPANY

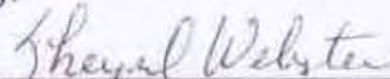
By:



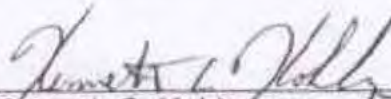
S.A. de Mahieu
Baytown Chemical Plant

BAYTOWN EMPLOYEE FEDERATION

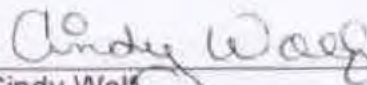
By:



Sheyrl Webster
Clerical Vice President, BEF
Local of GCIWU PACEIU Local 4-2001



Kenneth C. Kohlmeier
President, GCIWU PACEIU Local 4-2001



Cindy Wolf
Secretary, GCIWU PACEIU Local 4-2001

SIDE AGREEMENT
CONTRACT PRINTING

The Companies will furnish the Union a "Draft" copy of the new Agreement within fourteen (14) days of the Union's ratification of the Agreement.

Upon return receipt from the Union of the "Draft" copy of the Agreement, the Companies shall have forty-five (45) days to provide the Union with a "Final Proof" from the printer. By mutual agreement of the parties, if emergency circumstances arise, this time period may be extended an additional ten (10) days.

Upon receipt of the approved "Final Proof" of the Agreement from the Union, the Companies shall have not more than sixty (60) days to furnish a printed copy of the Agreement to each employee represented by the Union. By mutual agreement of the parties, if emergency circumstances arise, this time period may be extended an additional ten (10) days.

Effective this _____ day of May 2003.

EXXONMOBIL REFINING & SUPPLY

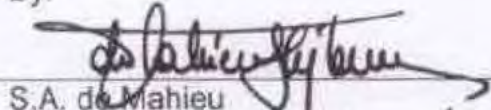
By:



M.S. Brown
Baytown Refinery

EXXONMOBIL CHEMICAL COMPANY

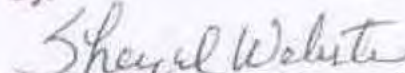
By:



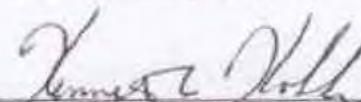
S.A. de Mahieu
Baytown Chemical Plant

BAYTOWN EMPLOYEE FEDERATION

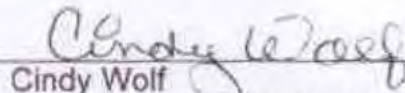
By:



Sheyrl Webster
Clerical Vice President, BEF
Local of GCIWU PACEIU Local 4-2001



Kenneth C. Kohlmeyer
President, GCIWU PACEIU Local 4-2001



Cindy Wolf
Secretary, GCIWU PACEIU Local 4-2001

SIDE AGREEMENT
BULLETIN BOARDS

The Companies agree to the following locations for the placement of new BEF Clerical/Staff Support and Technical Unit bulletin boards:

- Front Storehouse
- CAB -- New Southeast Wing (by elevator)
- CAB -- Cafeteria
- MOB -- 10th Floor
- MOB -- South Wing
- BTRF -- Lab
- BTEC East -- ASL

Effective this ____ day of May 2003.

EXXONMOBIL REFINING & SUPPLY

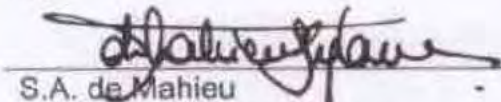
By:



M.S. Brown
Baytown Refinery

EXXONMOBIL CHEMICAL COMPANY

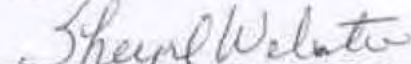
By:



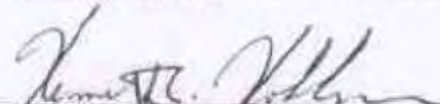
S.A. de Mahieu
Baytown Chemical Plant

BAYTOWN EMPLOYEE FEDERATION

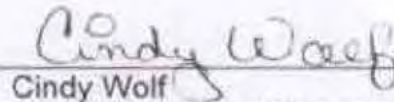
By:



Sheyrl Webster
Clerical Vice President, BEF
Local of GCIWU PACEIU Local 4-2001



Kenneth C. Kohlmeier
President, GCIWU PACEIU Local 4-2001



Cindy Wolf
Secretary, GCIWU PACEIU Local 4-2001

SIDE AGREEMENT
SALARY ADJUSTMENT/WAGE REOPENER

This Agreement is between ExxonMobil Refining and Supply Company, ExxonMobil Chemical Company (hereinafter "Companies") and BEF Local of GCIWU PACEIU Local 4-2001 (hereinafter "Union") and outlines the parties' agreement to a salary adjustment as follows.

1. Upon contract ratification each bargaining unit employee will receive a non-benefit bearing lump sum of \$1,000 less applicable taxes. This amount will be paid by separate check or in the employee's next regularly scheduled paycheck.
2. Wage reopener in 2004, 2005, and 2006.

The Union and the Companies will meet during March 2004, 2005 and 2006, respectively, for the purpose to bargain base salary rates for Office Clerical Unit employees. These discussions will conclude by March 15 of each applicable year. Any general salary increase will be effective on February 1 of that year.

If no agreement is reached, the Union will have the right to strike after 60-day notification to the Companies. Such notice to be given no earlier than March 15 of the respective year.

This Side Agreement is effective April 30, 2003.

EXXONMOBIL REFINING & SUPPLY

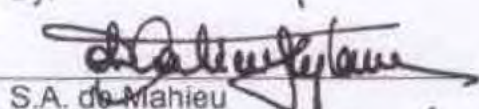
By:



M.S. Brown
Baytown Refinery

EXXONMOBIL CHEMICAL COMPANY

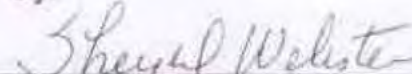
By:



S.A. de Mahieu
Baytown Chemical Plant

BAYTOWN EMPLOYEE FEDERATION

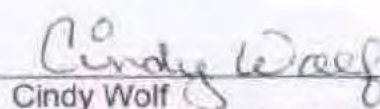
By:



Sheyrl Webster
Clerical Vice President, BEF
Local of GCIWU PACEIU Local 4-2001



Kenneth C. Kohlmeyer
President, GCIWU PACEIU Local 4-2001



Cindy Wolf
Secretary, GCIWU PACEIU Local 4-2001

April 1, 2004

SIDE AGREEMENT
SALARY ADJUSTMENT/WAGE REOPENER - 2004
BEF LOCAL OF GCIWU PACEIU LOCAL 4-2001 CLERICAL UNIT

This Agreement is between ExxonMobil Refining and Supply Company and ExxonMobil Chemical Company and BEF Local of GCIWU PACEIU Local 4-2001 and outlines the parties' agreement to a salary adjustment as follows:

1. The BEF Office/Clerical salary schedule set forth in Article X.A. of the parties' agreement will be adjusted upward by 3% effective February 1, 2004.

This Side Agreement is effective March 15, 2004.

EXXONMOBIL REFINING & SUPPLY

By:



M.S. Brown
Baytown Refinery

BAYTOWN EMPLOYEE FEDERATION

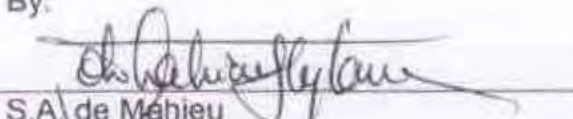
By:



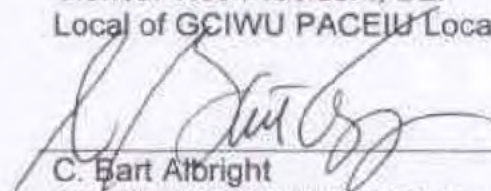
Mary L. Norman
Clerical Vice President, BEF
Local of GCIWU PACEIU Local 4-2001

EXXONMOBIL CHEMICAL COMPANY

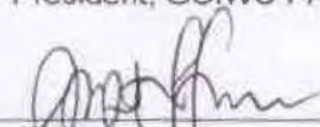
By:



S.A. de Mahieu
Baytown Chemical Plant



C. Bart Albright
President, GCIWU PACEIU Local 4-2001



Justin L. Lucas
Secretary, GCIWU PACEIU Local 4-2001

CRJ:dcc
(SA-BEF Wage Reopener-2004)
4/1/04

SIDE AGREEMENT
SALARY ADJUSTMENT/WAGE REOPENER - 2005
BEF LOCAL OF GCIWU PACEIU LOCAL 4-2001 CLERICAL UNIT

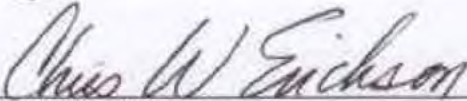
This Agreement is between ExxonMobil Refining and Supply Company and ExxonMobil Chemical Company and BEF Local of GCIWU PACEIU Local 4-2001 and outlines the parties' agreement to a salary adjustment as follows:

1. The BEF Office/Clerical salary schedule set forth in Article X.A. of the parties' agreement will be adjusted upward by 3% effective February 1, 2005.

This Side Agreement is effective March 15, 2005.

EXXONMOBIL REFINING & SUPPLY

By:



C.W. Erickson
Baytown Refinery

BAYTOWN EMPLOYEE FEDERATION

By:



Mary L. Norman
Clerical Vice President, BEF
Local of GCIWU PACEIU Local 4-2001

EXXONMOBIL CHEMICAL COMPANY

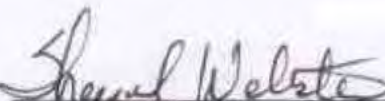
By:



Z. Nash
Baytown Chemical Plant



C. Bart Albright
President, GCIWU PACEIU Local 4-2001



Sheryl Webster
Secretary, GCIWU PACEIU Local 4-2001

SIDE AGREEMENT
4 X 10 SHIFT AGREEMENT - CLERICAL

ExxonMobil Refining & Supply Company, ExxonMobil Chemical Company and the Baytown Employees Federation Local of the United Steel Workers Local 13-2001 agree to establish ten (10) hour work shifts in accordance with the following.

General

This Agreement is entered into to enable ExxonMobil Refinery and ExxonMobil Chemical clerical support employees to work a ten-hour (10), four-day (4), regular workweek. This schedule may apply to clerical employees who support work groups that utilize a 4x10 shift schedule.

When Management determines a 4 x 10 shift schedule will be used, the following will govern the wages paid and procedures followed.

The principle employed is that regularly scheduled pay under the 4 x 10 schedule will be no greater than regularly scheduled pay under the 8-hour shift schedule.

In all other respects, the provisions of the Collective Bargaining Agreement will apply unless otherwise specified in this Agreement.

Pay Practices

1. Definitions.

WORKDAY - A regular day is a period of twenty-four (24) hour periods beginning at 12:01 A.M.

REGULAR WORKDAY - A "Regular Workday" shall consist of ten (10) hours, excluding lunch.

WEEKLY SCHEDULE - The "Work Week" shall consist of seven (7) days beginning 12:01 A.M. on Monday.

REGULAR WORK WEEK - The "Regular Work Week" shall consist of four (4) consecutive regular workdays, Monday - Thursday or Tuesday - Friday, 7:00 a.m. - 5:30 p.m. with one hour of flexibility regarding the start time. Actual start time to be determined by the work group consistent with operational needs.

The regular straight-time hourly rate will be paid for each hour worked on the 4 x 10 schedule.

2. **Overtime.** The employee will be eligible for overtime at time and one-half for hours worked after ten (10) hours worked in the workday and all hours in excess of 40 hours worked in the work week, subject to the established rules governing which hours are included.
 - a. Overtime will be paid for time worked on scheduled off days and "callout" on any day while on the 4x10 schedule.
3. **Double Time.** Double time will be paid on the seventh consecutive workday. Double time will also be paid for time worked in excess of eight hours on each scheduled holiday.
4. **Shift Differentials.** Shift differential will not be paid for work during the regular 4 x 10 hour shift schedule on days. For work outside the regular 4 x 10 hour schedule, shift differential will be paid in accordance with Article 11 of the Contract.
5. **Overtime Meals.** Overtime meals, when working, will be in accordance with Article 26 of the Contract.

Employee Benefits

1. **Holidays.** Employees will be scheduled to observe holidays as outlined in the Agreement.
 - a. All holiday pay will be based on eight hours at the current rates. This could occasionally result in pay for less than 40 hours in a work week.
 - b. Holidays that occur on an employee's off day and holidays observed will be paid as eight hours of straight-time pay.
 - c. An employee who works on a holiday will receive time and one-half for the first 8 hours worked and double-time for any hours worked thereafter in addition to eight hours of holiday pay.
2. **Vacations.** Vacation entitlement will be converted to an hourly basis (i.e., one week equals 40 hours).

3. Non-Industrial Disability/Sickness Benefits.

- a. Length of service determines the number of weeks of full and one-half pay an employee is eligible to receive when he/she is absent from work because of sickness or off-the-job injury.
- b. For those working ten (10)-hour shifts, five-day weeks (40 hours) are converted to four-day weeks (40 hours) in the ten (10)-hour work schedule. The number of weeks of coverage remains unchanged. Weeks are converted to workdays as follows:

<u>Weeks</u>			<u>Weeks Converted to Workdays</u>					
Service	Full	Half	Present		4 X 10 Schedule			
(Years)	Pay	Pay	Full	Half	Full	Half	Full	Half
0	2	0	10	0	8	0		
1	4	2	20	10	16	8		
2	8	3	40	15	32	12		
3	8	8	40	40	32	32		
4	8	13	40	65	32	52		
5	16	10	80	50	64	40		
6	16	15	80	75	64	60		
7	16	20	80	100	64	80		
8	16	25	80	125	64	100		
9	16	30	80	150	64	120		
10	26	26	130	130	104	104		

- c. Requirements to re-qualify for a full schedule of benefits are unchanged.

This Side Agreement is subject to amendment or change at any time by mutual agreement of the parties.

This Side Agreement will be effective Nov. 9, 2005 and remain in effect until changed by the parties.

EXXONMOBIL REFINING & SUPPLY COMPANY

By:

Chris W. Erickson
Chris W. Erickson, Manager
Baytown Refinery

EXXONMOBIL CHEMICAL COMPANY

By:

Zeb Nash
Zeb Nash, Manager
Baytown Chemical Plant

UNITED STEEL WORKERS, LOCAL 13-2001

By:

Ken Evans
Ken Evans
President

Sheyrl Webster
Sheyrl W. Webster
Secretary

DHS:dcc
(SA-4 x 10 shift)
11/09/05

SIDE AGREEMENT
SALARY ADJUSTMENT/WAGE REOPENER - 2006
BEF LOCAL OF USW LOCAL 13-2001 CLERICAL UNIT

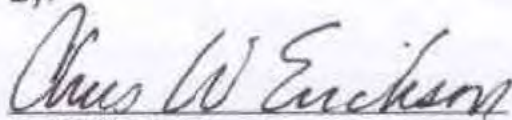
This Agreement is between ExxonMobil Refining and Supply Company and ExxonMobil Chemical Company and BEF Local of USW Local 13-2001 and outlines the parties' agreement to a salary adjustment as follows:

1. The BEF Office/Clerical salary schedule set forth in Article X.A. of the parties' agreement will be adjusted upward by 3% effective February 1, 2006.

This Side Agreement is effective March 15, 2006.

EXXONMOBIL REFINING & SUPPLY

By:



C. W. Erickson
Baytown Refinery

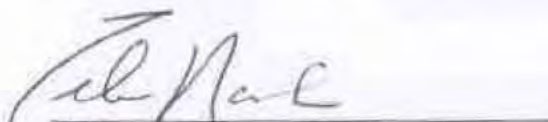
BAYTOWN EMPLOYEE FEDERATION

By:

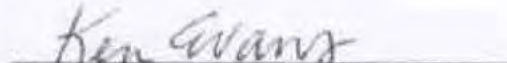


Mary L. Norman
Clerical Vice President, BEF
Local of USW Local 13-2001

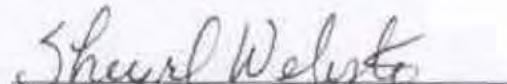
EXXONMOBIL CHEMICAL COMPANY



Z. Nash
Baytown Chemical Plant



Ken Evans
President, USW Local 13-2001



Sheyrl Webster
Secretary, USW Local 13-2001

MEMORANDUM OF UNDERSTANDING

ExxonMobil Refining and Supply Company ("a division of Exxon Corporation"), formerly Exxon Company, U.S.A., ExxonMobil Chemical Company (a division of Exxon Mobil Corporation), formerly Exxon Chemical Americas, hereinafter jointly referred to as "ExxonMobil" or "Companies", and the Baytown Employees Federation (BEF), Office Clerical Unit, Local of USW Local 13-2001, hereinafter referred to as "Union" have agreed that the collective bargaining agreement ("Agreement") between the parties of March 15, 2003, shall be amended as set forth below. All terms and conditions of the Agreement are subject to conformance with applicable laws, regulations, and standards.

1. Amend Article XXIV (**DURATION OF AGREEMENT**) to read as follows:

"This Agreement supersedes all prior agreements and shall be and remain in force and effect from March 15, 2007 until 4:00 P.M. on March 15, 2011 and for consecutive one-year periods thereafter, unless terminated by either party by written notice to the other party on or before January 15, 2011, or on or before the fifteenth day of January of any subsequent contract year."

2. Salaries

Salaries are addressed in a side letter entitled "Salary Adjustment/Wage Reopener", attached hereto.

3. The parties agree to amend and renew Article X – Salaries by adding the following new clause:

E. Employees who are transferred from other wage roll bargaining units into the clerical bargaining unit will be assigned a rate of pay that is the lowest rate of pay assigned to the Job Family level to which that employee has been assigned.

4. Amend BEF/Office Clerical Salary Schedule in Article X (SALARIES), Section A to read as follows:

BEF Office/Clerical Salary Schedule
Effective February 1, 2007

Job		6													
Family	Start	Mos	Min.	1	2	3	4	5	6	7	8	9	10	11	12
I	\$3,361	-	\$3,694	\$3,911	\$4,017	\$4,127	\$4,238	\$4,341	\$4,440	\$4,546	\$4,663	\$4,783	-	-	-
II	\$2,951	-	\$3,195	\$3,279	\$3,361	\$3,442	\$3,538	\$3,635	\$3,737	\$3,841	\$3,950	\$4,059	\$4,172	-	-
III	\$2,556	\$2,689	\$2,761	\$2,834	\$2,915	\$3,000	\$3,079	\$3,169	\$3,249	\$3,334	\$3,417	\$3,503	\$3,585	\$3,643	-

5. The parties agree to amend and renew Article I to replace all references to "exclusive representative" with "exclusive bargaining agent".

5. The parties agree to amend and renew Article I to replace all references to "exclusive representative" with "exclusive bargaining agent".
6. The parties agree to amend and renew Article VII to add the following new clause:
 - G. The Company renews its longstanding commitment to avoid layoffs of bargaining unit employees at the Baytown Complex for the duration of the agreement.

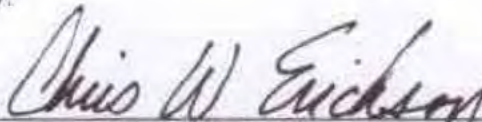
The Company will, to the extent possible, continue its past practice of letting normal attrition, retraining, and other programs short of a layoff, offset staffing surplus which may develop.
7. The parties agree to the attached Side Agreement regarding the formation of a committee to study the clerical salary progression schedule.

Except as amended by this Memorandum of Understanding, the Agreement between the parties effective March 15, 2003 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers this the 15th day of April 2007.

EXXONMOBIL REFINING & SUPPLY COMPANY

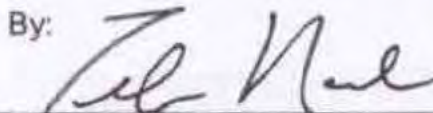
By:



C. W. Erickson, Manager
Baytown Refinery

EXXONMOBIL CHEMICAL COMPANY

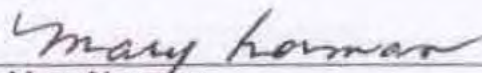
By:



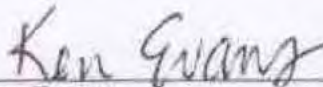
Z. Nash, Manager
Baytown Chemical Plant

BAYTOWN EMPLOYEE FEDERATION

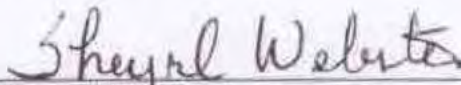
By:



Mary Norman
Clerical Vice President, BEF
Local of USW Local 13-2001



Ken Evans
President, USW Local 13-2001



Sheyrl Webster
Secretary, BEF Local of USW Local 13-2001

SIDE AGREEMENT
STUDY OF CLERICAL SALARY PROGRESSION SCHEDULE

This Agreement is between ExxonMobil Refining and Supply Company, ExxonMobil Chemical Company (hereinafter referred to as "Companies") and BEF Local of USW Local 13-2001 (hereinafter referred to as "Union") and outlines the parties' agreement to enter into a joint committee for the purpose of reviewing, where appropriate, the clerical salary schedule.

Furthermore, the Union and Company agree to form this joint committee using two clerical bargaining unit employees appointed by the Union and two management persons appointed by the Company.

This committee shall hold its first meeting within 30 days from ratification of the agreement. Subsequent meetings shall be determined by the parties. The committee shall complete its work within 90 days and shall report out to both Company management and the USW Local 13-2001 bargaining committee in a joint presentation meeting.

Should adjustments to the salary progression schedule be recommended by the committee, the Union and Company shall meet to discuss those changes within 30 days from completion of the joint presentation.

EXXONMOBIL REFINING &

SUPPLY COMPANY

By: Chris W Erickson

C. Erickson, Manager
Baytown Refinery

UNITED STEELWORKERS

By: Ken Evans

Ken Evans, President
USW Local 13-2001

By: Sheyrl Webster

Sheyrl Webster, Secretary
BEF Local of USW Local 13-2001

EXXONMOBIL CHEMICAL
COMPANY

By: Z. Nash

Z. Nash, Manager
Baytown Chemical Plant

SIDE AGREEMENT
SALARY ADJUSTMENT/WAGE REOPENER

This Agreement is between ExxonMobil Refining and Supply Company, ExxonMobil Chemical Company (hereinafter "Companies") and BEF Local of USW Local 13-2001 (hereinafter "Union") and outlines the parties' agreement to a salary adjustment as follows.

1. 2007 – 3.5% increase effective February 1, 2007.
2. Wage reopener in 2008, 2009, and 2010.

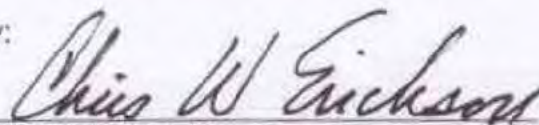
The Union and the Companies will meet during March 2008, 2009 and 2010, respectively, for the purpose to bargain base salary rates for Office Clerical Unit employees. These discussions will conclude by March 15 of each applicable year. Any general salary increase will be effective on February 1 of that year.

If no agreement is reached, the Union will have the right to strike after 60-day notification to the Companies. Such notice to be given no earlier than March 15 of the respective year.

This Side Agreement is effective April 15, 2007.

EXXONMOBIL REFINING & SUPPLY

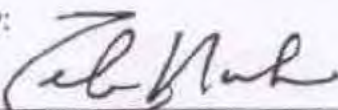
By:



C. W. Erickson, Manager
Baytown Refinery

EXXONMOBIL CHEMICAL COMPANY

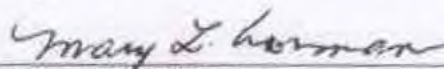
By:



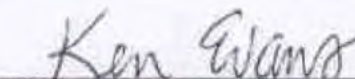
Z. Nasir, Manager
Baytown Chemical Plant

BAYTOWN EMPLOYEE FEDERATION

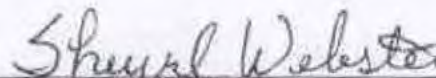
By:



Mary L. Norman
Clerical Vice President, BEF
Local of USW Local 13-2001



Ken E. Evans
President, USW Local 13-2001



Sheyrl W. Webster
Secretary, BEF Local of
USW Local 13-2001

MEMORANDUM OF UNDERSTANDING

ExxonMobil Refining and Supply Company ("a division of Exxon Corporation"), formerly Exxon Company, U.S.A., ExxonMobil Chemical Company (a division of Exxon Mobil Corporation), formerly Exxon Chemical Americas, hereinafter jointly referred to as "ExxonMobil" or "Companies", and the Baytown Employees Federation (BEF), Office Clerical Unit, Local of USW Local 13-2001, hereinafter referred to as "Union" have agreed that the collective bargaining agreement ("Agreement") between the parties of March 15, 2007, shall be amended as set forth below. All terms and conditions of the Agreement are subject to conformance with applicable laws, regulations, and standards.

1. Salaries

Amend BEF/Office Clerical Salary Schedule in Article X (SALARIES), Section A to read as follows:

BEF Office/Clerical Salary Schedule

Effective February 1, 2008

Job		6													
Family	Start	Max	Min.	1	2	3	4	5	6	7	8	9	10	11	12
I	\$3,479	-	\$3,823	\$4,048	\$4,158	\$4,271	\$4,386	\$4,493	\$4,595	\$4,705	\$4,826	\$4,950	-	-	-
II	\$3,054	-	\$3,307	\$3,394	\$3,479	\$3,562	\$3,662	\$3,762	\$3,868	\$3,975	\$4,088	\$4,201	\$4,318	-	-
III	\$2,645	\$2,783	\$2,858	\$2,933	\$3,017	\$3,105	\$3,187	\$3,280	\$3,363	\$3,461	\$3,537	\$3,626	\$3,710	\$3,771	-

(3.5% increase over 2007)

Except as amended by this Memorandum of Understanding, the Agreement between the parties effective March 15, 2007 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers this the ____ day of March 2008.

EXXONMOBIL REFINING & SUPPLY COMPANY

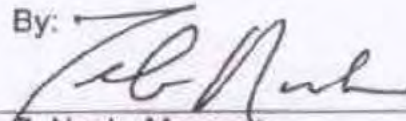
By:



G. W. Wilson, Manager
Baytown Refinery

EXXONMOBIL CHEMICAL COMPANY

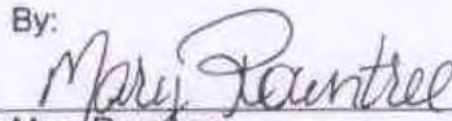
By:



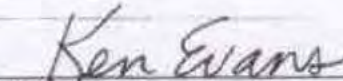
Z. Nash, Manager
Baytown Chemical Plant

BAYTOWN EMPLOYEE FEDERATION

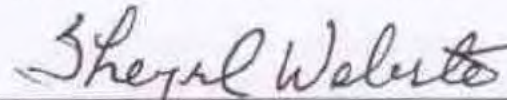
By:



Mary Rountree
Clerical Vice President, BEF
Local of USW Local 13-2001



Ken Evans
President, USW Local 13-2001



Sheyrl Webster
Secretary, BEF Local of USW Local 13-2001

SIDE AGREEMENT
SALARY ADJUSTMENT / WAGE REOPENER – 2009
BEF LOCAL OF USW LOCAL 13-2001 OFFICE CLERICAL

This Agreement is made and entered into by and between ExxonMobil Refining and Supply Company (a division of Exxon Mobil Corporation), hereinafter referred to as "ExxonMobil Refining and Supply" or "Company"; ExxonMobil Chemical Company (a division of Exxon Mobil Corporation), hereinafter referred to as "ExxonMobil Chemical Company" or "Company", and the Baytown Employees Federation (BEF), Office Clerical Unit, Local of USW Local 13-2001, hereinafter referred to as "Union". ExxonMobil Refining and Supply Company and ExxonMobil Chemical Company are collectively referred to as "Companies".

The parties have agreed that the collective bargaining agreement ("Agreement") between the parties of March 15, 2007, shall be amended as set forth below. All terms and conditions of the Agreement are subject to conformance with applicable laws, regulations, and standards.

- The BEF Office/Clerical salary schedule set forth in Article X.A. of the parties' agreement will be adjusted upward by 2.5% effective February 1, 2009.
 - If the agreement is ratified by April 1, 2009, the wage increase will be effective retroactive to February 1, 2009.

EXXONMOBIL REFINING & SUPPLY

By:

G. W. Wilson
Baytown Refinery

EXXONMOBIL CHEMICAL COMPANY

Z. Nash
Baytown Chemical Plant

UNITED STEELWORKERS LOCAL 13-2001

By:

Tammy Corley
Clerical Vice President, BEF
Local of USW Local 13-2001

Ken Evans
President, USW Local 13-2001

Sheyrl Webster
Secretary, USW Local 13-2001

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

ExxonMobil
and
Baytown Employees Federation Local of USW Local 13-2001 Office Clerical Unit

CASE 16-RD-093686

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____
Baytown Employees Federation Local of USW Local 13-2001 Office Clerical Unit

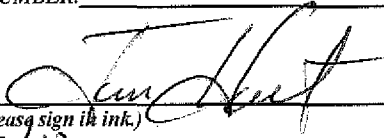
IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☐ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME:	<u>Jim Hart</u>
MAILING ADDRESS:	<u>8441 Gulf Freeway, Suite 600, Houston, Texas, 77017</u>
E-MAIL ADDRESS:	<u>dbowyer@williamskherkher.com</u>
OFFICE TELEPHONE NUMBER:	<u>(713) 230-2317</u>
CELL PHONE NUMBER:	<u>FAX: (713) 643-6226</u>
SIGNATURE:	<u></u>
DATE:	<u>11/27/12</u> <small>(Please sign in ink.)</small>

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

From: [Allen, Jamal](#)
To: ["Jim Hart"; Eloy Gaitan](#)
Cc: (b) (6), (b) (7)(C); (b) (6), (b) (7)(C)
Subject: RE: ExxonMobil RD Petition, 16-RD-093686
Date: Tuesday, November 27, 2012 5:07:00 PM

Mr. Hart:

Thank you for your response below. I look forward to hearing from Mr. Gaitan. I do need to correct one error in my prior email. The date that the petitioner suggested for the election is Thursday, December 13, 2012 not October 13, 2012 as listed in my email below. Please accept my apologies for this typographical error.

Sincerely,

Jamal M. Allen

From: Jim Hart [mailto:jhart@williamskherkher.com]
Sent: Tuesday, November 27, 2012 4:02 PM
To: Allen, Jamal; Eloy Gaitan
Cc: (b) (6), (b) (7)(C); (b) (6), (b) (7)(C)
Subject: Re: ExxonMobil RD Petition, 16-RD-093686

Eloy please see below and discuss with Ricky and then call Mr Allen.

Jim Hart

Partner

(713) 230-2312

jhart@williamskherkher.com

WILLIAMS ♦ KHERKHER

**Williams Kherkher Hart Boundas, LLP ♦ 8441 Gulf Freeway, Suite 600 ♦ Houston,
Texas 77017-5051**
713.230.2200 ♦ 1.800.220.9341 ♦ Fax 713.643.6226 ♦ www.williamskherkher.com

This e-mail and any attachments are confidential and may be protected by the attorney-client privilege and the attorney work product doctrine. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient or you believe this message has been sent to you in error, please notify the sender by e-mail and delete this message without disclosing it.

From: Allen, Jamal [<mailto:Jamal.Allen@nrlrb.gov>]
Sent: Tuesday, November 27, 2012 03:44 PM
To: Jim Hart
Subject: ExxonMobil RD Petition, 16-RD-093686

Dear Mr. Hart:

I'm sending you this email as I was just informed that you are flight to Tulsa, Oklahoma to conduct an arbitration. Earlier today, your office filed a notice of appearance on your behalf entering your appearance as the legal representative for USW, Local 13-2001 (the Union) in 16-RD-093686. For your review, I've attached a copy of the petition to this email. Additionally, please be aware that there is a pre-election hearing currently scheduled in this matter for 9 AM on Thursday, December 6, 2012 at the Houston Resident Office.

As you may know, there was a prior decertification election held regarding this exact same unit in October 2011 (see attached notice). That particular election was held at the CAB W-233 Conference Room located at 5000 Bayway Drive, Baytown, Texas 77520 from 12:30 PM TO 3:00 PM. Other than ascertaining what date the election should be scheduled for, I'd suggest the prior election terms regarding the place and time of the election as it appears that they facilitated a very high turnout of the bargaining unit employees. The petitioner has proposed an election date of Thursday, October 13, 2012.

In any event, at your earliest convenience please contact me to discuss the petition. You may reach me at 713.209.4879 or via cell at 832.379.8657.

Sincerely,

Jamal M. Allen

From: [Stanley, Craig M](#)
To: [Allen, Jamal](#)
Subject: RE: ExxonMobil
Date: Tuesday, November 27, 2012 7:19:09 PM

Thanks Jamal. Sorry, I got roped into an unrelated matter and was jammed all day. I'll follow up with you tomorrow.

Craig

Craig M. Stanley
Labor and Employment Counsel
ExxonMobil Corporation
800 Bell Street, Suite 1806L
Houston, TX 77002
(O) 713 656 7406
(M) 832 523 9170
(F) 713 656 9697
craig.m.stanley@exxonmobil.com

From: Allen, Jamal [mailto:Jamal.Allen@nlrb.gov]
Sent: Tuesday, November 27, 2012 10:58 AM
To: Stanley, Craig M
Subject: RE: ExxonMobil

Mr. Craig:

Thank you for your email below. I've attached to this email PDF copies of the RD Petition and the Notice of Appearance Form. Additionally, I've included in this email a PDF copy of the prior stipulated election agreement for prior RD petition. I'd like for you to review this form and confirm for me whether the commerce information alleged in paragraph 9 is correct. If so, I do not believe that it is necessary for you to complete a commerce questionnaire as I can simply use the information on the prior stipulated election agreement.

The Petitioner has proposed that we hold the election on Thursday, December 13, 2012 utilizing the same polling place (CAB W-233 Conference Room) and time (12:30 PM to 3:30 PM) as the parties agreed to in the prior stipulated election agreement. Please let me know if these arrangements are suitable to you.

Sincerely,

Jamal M. Allen

From: Stanley, Craig M [mailto:craig.m.stanley@exxonmobil.com]
Sent: Tuesday, November 27, 2012 10:11 AM
To: Allen, Jamal
Subject: ExxonMobil

Nice talking to you, Jamal. I look forward to working with you. The Case # from last time is 16-RD-1613. Zach Long was the primary Board Agent. I'll start compiling the other info we discussed, and

look forward to receiving the petition and related docs.

Thanks,

Craig

Craig M. Stanley

Labor and Employment Counsel

ExxonMobil Corporation

800 Bell Street, Suite 1806L

Houston, TX 77002

(O) 713 656 7406

(M) 832 523 9170

(F) 713 656 9697

craig.m.stanley@exxonmobil.com

From: (b) (6), (b) (7)(C)
To: [Allen, Jamal](mailto:Allen.Jamal)
Subject: Re: ExxonMobil Decertification Petition, 16-RD-093686
Date: Tuesday, November 27, 2012 9:45:32 PM

OK. Thanks!

(b) (6), (b) (7)(C)

On Nov 27, 2012 8:41 PM, "Allen, Jamal" <Jamal.Allen@nlrb.gov> wrote:

There is nothing you need to do for now other than make arrangements with your employer to have that time off in case the hearing goes forward. I spoke with the Union attorney briefly this evening and he told me we would discuss the matter with me further this Wednesday after he spoke with the Union. ExxonMobil's attorney emailed me tonight and he promised to touch base with me as well this Wednesday.

On Nov 27, 2012, at 4:47 PM, (b) (6), (b) (7)(C) wrote:

OK. Can you give me an idea of the agenda? I have no idea what I need to do?

(b) (6), (b) (7)(C)

On Nov 27, 2012 4:39 PM, "Allen, Jamal" <Jamal.Allen@nlrb.gov> wrote:

It will be held in Houston, Texas but only if we are unable to reach a stipulated election agreement.

I'll find out more regarding the possible election agreement once I'm able to speak with the Union's attorney. I should speak with him on Wednesday.

On Nov 27, 2012, at 4:35 PM, (b) (6), (b) (7)(C) wrote:

Where will the pre-election hearing be held? Do I need to take time off of work to attend this hearing? Please let me know.
Thanks!

(b) (6), (b) (7)(C)

On Nov 27, 2012 3:48 PM, "Allen, Jamal"

<Jamal.Allen@nlrb.gov> wrote:

Dear (b) (6), (b) (7)(C):

The Union has retained counsel in this matter. I have not spoken directly to the Union's attorney because he is traveling currently. I did forward to him your proposal regarding an election date of Thursday, December 13, 2012. As we discussed, the polling location (if available) and the polling hours will be similar to those utilized in 2011: that election was

held at the CAB W-233 Conference Room located at 5000 Bayway Drive, Baytown, Texas 77520 from 12:30 PM TO 3:00 PM.

If we are unable to agree to a stipulated election agreement it may be necessary to go forward with a pre-election hearing that is currently scheduled for Thursday, December 13, 2012. Can you confirm your availability for this hearing?

Sincerely,

Jamal M. Allen

-----Original Message-----

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)]

Sent: Tuesday, November 27, 2012 1:07 PM

To: Allen, Jamal

Subject: Scan

Per your request.

Thanks,

(b) (6), (b) (7)(C)

From: [Allen, Jamal](#)
To: egaitan@williamskherkher.com
Subject: Fwd: ExxonMobil RD Petition, 16-RD-093686
Date: Tuesday, November 27, 2012 10:13:17 PM
Attachments: [PET.16-RD-093686.Original.pdf](#)
[ATT00001_.htm](#)
[2011 Notice 16-RD-1613.pdf](#)
[ATT00002_.htm](#)

Below is the email with the original attachments I sent to Mr. Hart.

Begin forwarded message:

From: "Allen, Jamal" <Jamal.Allen@nlrb.gov>
Date: November 27, 2012, 3:44:40 PM CST
To: "jhart@williamskherkher.com" <jhart@williamskherkher.com>
Subject: ExxonMobil RD Petition, 16-RD-093686

Dear Mr. Hart:

I'm sending you this email as I was just informed that you are flight to Tulsa, Oklahoma to conduct an arbitration. Earlier today, your office filed a notice of appearance on your behalf entering your appearance as the legal representative for USW, Local 13-2001 (the Union) in 16-RD-093686. For your review, I've attached a copy of the petition to this email. Additionally, please be aware that there is a pre-election hearing currently scheduled in this matter for 9 AM on Thursday, December 6, 2012 at the Houston Resident Office.

As you may know, there was a prior decertification election held regarding this exact same unit in October 2011 (see attached notice). That particular election was held at the CAB W-233 Conference Room located at 5000 Bayway Drive, Baytown, Texas 77520 from 12:30 PM TO 3:00 PM. Other than ascertaining what date the election should be scheduled for, I'd suggest the prior election terms regarding the place and time of the election as it appears that they facilitated a very high turnout of the bargaining unit employees. The petitioner has proposed an election date of Thursday, October 13, 2012.

In any event, at your earliest convenience please contact me to discuss the petition. You may reach me at 713.209.4879 or via cell at 832.379.8657.

Sincerely,

Jamal M. Allen

ERICA ★ NATIONAL LABO CE OF ELEC

Case No. 16-RD-1613

VOTING UNIT

THOSE ELIGIBLE TO VOTE:

All Office Clerical employees employed by the Employer at the Baytown Refinery and Baytown Chemical plants in Baytown, Texas, who were employed during the payroll period ending June 30, 2011.

THOSE NOT ELIGIBLE TO VOTE:



All confidential employees, guards, watchmen and supervisors as defined by the Act.

TIME AND PLACE OF ELECTION

DATE: Thursday, October 13, 2011

HOURS: 12:30 P.M. to 3:00 P.M.

PLACE: CAB W-233 Conference Room
5000 Bayway Drive
Baytown, Texas 77520

<small>FORM NLRB 707N2 (RD and RM CASES) (10-07)</small>	
	UNITED STATES OF AMERICA National Labor Relations Board 16-RD-1613
	
OFFICIAL SECRET BALLOT For certain employees of EXXONMOBIL REFINING AND SUPPLY COMPANY AND EXXONMOBIL CHEMICAL COMPANY, DIVISIONS OF EXXONMOBIL CORPORATION	
Do you wish to be represented for purposes of collective bargaining by - USW INTERNATIONAL UNION LOCAL NO. 13-2001	
MARK AN "X" IN THE SQUARE OF YOUR CHOICE	
YES <input type="checkbox"/>	NO <input type="checkbox"/>

DO NOT SIGN THIS BALLOT. Fold and drop in ballot box.

From: [Allen, Jamal](#)
To: ["Stanley, Craig M"; Eloy Gaitan](#)
Cc: (b) (6), (b) (7)(C)
Subject: ExxonMobil, 16-RD-093686
Date: Wednesday, November 28, 2012 11:53:00 AM
Importance: High

Dear Parties:

There are a couple of matters that I need your response on today. First, as you all should know by now there is a pre-election hearing currently scheduled for Thursday, December 6, 2012 at the Houston Resident Office in this matter. The hearing will only be necessary if we are unable to reach a stipulated election agreement. I'm hopeful that we all can reach an agreement in this case, however, in case we are unable to do so I need to confirm each of your availability for the December 6 pre-election hearing. As I stated earlier, this hearing will not be necessary if there is an agreement on the terms of a stipulated election agreement.

Petitioner (b) (6), (b) (7)(C) has proposed that the election be held on December 13, 2012. (b) (6), (b) (7)(C) communicated to me that the polling location and polling time should be similar to those utilized for the prior decertification election which was held in October 2011. That election was held in CAB W-233 Conference Room located at 5000 Bayway Drive, Baytown, Texas 77520. The election was held from 12:30 PM TO 3:00 PM.

Please let me know whether these terms are agreeable to the Union and ExxonMobil. If either of you have alternate suggestions regarding the election date and other terms, please communicate those to me as soon as possible so that I may discuss them individually with each of you. The easiest way for you to reach me today is my cell phone which is 832.379.8657.

Sincerely,

Jamal M. Allen
Field Attorney
National Labor Relations Board

From: [Allen, Jamal](#)
To: (b) (6), (b) (7)(C)
Cc: [Littles, Nadine](#)
Subject: ExxonMobil 16-RD-093686
Date: Thursday, November 29, 2012 9:51:00 AM

Good morning (b) (6), (b) (7)(C), I tried to call you a few moments ago on both your cell phone and office line but I was unable to reach you. The cell phone appears to have been disconnected and I did not want to leave a voicemail on your work voicemail account.

I understand that you want to push forward with an election date that is as early as possible. As you know, there was a prior decertification election that was held in this unit in 2011. The petition in that case was originally filed on June 24, 2011. The parties executed an election agreement one week later on July 1, 2012. Pursuant to the terms of the agreement, the parties agreed to originally schedule the election in that case on August 3, 2011. That agreed upon August 3rd election date was 40 days after the filing of the petition.

The 42 day timeframe in the rules were designed with the idea that an election held within that timeframe would permit the petitioner (normally a union) to have an election within a reasonable period while also permitting the other party (normally an employer) to have a reasonable period to lawfully campaign amongst the targeted employees. It is possible in certain circumstances for us to hold a quick election, however, that is limited to scenarios wherein all parties mutually agree to an early election date. In this case, the Union is simply following the normal course of conduct in that they are insisting on having the election date scheduled for a period that would permit them campaign amongst the bargaining unit employees.

I understand that you prefer an early election date, however, without all of the parties' consent on this the NLRB cannot force an early election. If we can't hold an early election in mid-December, it would appear that scheduling a date in the latter part of the month would not be preferable as well given many employees may be absent from work due to the holidays. In all honesty, it appears that the best available date to hold the election in order to maximize employee participation would be after the holidays, which coincides with the date suggested by the Union.

You filed the petition on November 26, 2012, under our 42-day rule, the last possible date that an election can be held is Monday, January 7, 2013. The Union has proposed Thursday, January 3 or Friday, January 4 as the election date. Based on your email below, I understand that you will be on vacation through January 8. Would your holiday leave prohibit or prevent you from being available for a January 3 or January 4 election?

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)]
Sent: Wednesday, November 28, 2012 9:23 PM
To: Allen, Jamal
Subject: Re: Election Date

Yes I will be available to talk in the morning!

Thanks,

(b) (6), (b) (7)(C)

On Nov 28, 2012 7:44 PM, "Allen, Jamal" <Jamal.Allen@nlrb.gov> wrote:
It's common for the petitioner to push for an early election and the party who opposes the election to push for a later date.

I can call you in the morning to discuss. Normally the parties have to come to a reasonable compromise regarding the election date.

Are you available for me to speak to you in the morning?

On Nov 28, 2012, at 7:01 PM, (b) (6), (b) (7)(C) wrote:

I will be on vacation starting Dec 17 through Jan 8. (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) Is there a reason why the union wants to put it off until new year???? I really want to have the election this year! It's just wasting valuable time to put it off until Jan 3. To me it's too close to deadline of 42 days then something will come up and delay it longer SO I want to keep election date to Thursday, Dec 13.

Thanks,

(b) (6), (b) (7)(C)

On Nov 28, 2012 5:58 PM, "Allen, Jamal" <Jamal.Allen@nlrb.gov> wrote:
The Union is proposing Thursday, Jan. 3rd for the election date with the previously proposed time and location.

On Nov 28, 2012, at 11:24 AM, "Allen, Jamal" <Jamal.Allen@nlrb.gov> wrote:

Dear (b) (6), (b) (7)(C):

Assuming that we come to an agreement on a stipulated election agreement there are a couple of issues that we need to address regarding the mechanics of the election. First, the parties (petitioner, union and employer) are entitled to an equal number of election observers who may be present during the election. The observers will assist the Board Agent in conducting the election. Hence, the observers will be present for the entire duration of the election and additionally they will be present during a pre-election meeting which would be held thirty minutes prior to the election.

Hence, if the parties agree to the 12:30 to 3:00 PM polling time, the observer would have to be present for the 2.5 hour polling period, plus thirty minutes prior to the election for the pre-election meeting. The pre-election meeting is held about 30 minutes prior to the opening of the polls at the agreed upon polling place. The purpose of the meeting is for the Board Agent to discuss the election arrangements with the parties and instruct the observers on what their role will be during the election.

Observers must be employees (excluding supervisors) of the employer. Hence, you would qualify as an observer as you are a non-supervisory employee of ExxonMobil.

Normally, the other parties will insist on the presence of an observer.

Do you desire to have an observer at the election? If so, how many and can you identify who the observer will be? Also, are you okay with holding the pre-election meeting at the polling location approximately thirty minutes prior to the opening of the polls?

From: [Allen, Jamal](#)
To: ["Stanley, Craig M"](#)
Subject: RE: Payroll Period Eligibility Date
Date: Friday, November 30, 2012 4:34:00 PM

Thanks Mr. Stanley.

From: Stanley, Craig M [<mailto:craig.m.stanley@exxonmobil.com>]
Sent: Friday, November 30, 2012 3:10 PM
To: Allen, Jamal
Subject: Re: Payroll Period Eligibility Date

Msg Class:Unclassified

Dec. 3. Thanks

From: Allen, Jamal [<mailto:Jamal.Allen@nlrb.gov>]
Sent: Friday, November 30, 2012 01:32 PM
To: Stanley, Craig M
Subject: RE: Payroll Period Eligibility Date

Thanks Mr. Stanley. Once I get that info regarding the payroll date I'll plug it in the stipulation and send it to everyone by email for the respective signatures.

From: Stanley, Craig M [<mailto:craig.m.stanley@exxonmobil.com>]
Sent: Friday, November 30, 2012 1:02 PM
To: Allen, Jamal
Subject: RE: Payroll Period Eligibility Date

Jan 7 it is! Still waiting on confirmation on exact payroll date.

Craig M. Stanley
Labor and Employment Counsel
ExxonMobil Corporation
800 Bell Street, Suite 1806L
Houston, TX 77002
(O) 713 656 7406
(M) 832 523 9170
(F) 713 656 9697
craig.m.stanley@exxonmobil.com

From: Allen, Jamal [<mailto:Jamal.Allen@nlrb.gov>]
Sent: Friday, November 30, 2012 11:12 AM
To: Stanley, Craig M
Subject: RE: Payroll Period Eligibility Date

Mr. Craig, I assume that once we get the respective signatures on the stipulated election agreement it will be approved by the Regional Director (RD) sometime next week. Thus, the payroll period eligibility date on the stip would be the last payroll period ending date that precedes the date the RD approves the stip. Here is the exact language from the Representation manual: "The payroll period for eligibility should be designated as 'the period

ending,' etc. Normally, it should be the last period ending before the Regional Director's approval of the agreement." See 11086.3 of the Representation Casehandling Manual.

Consequently, assuming you get the okay from HR today then I should be able to get the RD approval of the stip sometime early next week. In that scenario, what would be the last payroll period eligibility date prior to the RD's expected approval of the agreement?

From: Stanley, Craig M [<mailto:craig.m.stanley@exxonmobil.com>]
Sent: Friday, November 30, 2012 10:27 AM
To: Allen, Jamal
Subject: RE: Payroll Period Eligibility Date

The next payroll period ends December 10, 2012. Thanks

Craig M. Stanley
Labor and Employment Counsel
ExxonMobil Corporation
800 Bell Street, Suite 1806L
Houston, TX 77002
(O) 713 656 7406
(M) 832 523 9170
(F) 713 656 9697
craig.m.stanley@exxonmobil.com

From: Allen, Jamal [<mailto:Jamal.Allen@nlrb.gov>]
Sent: Friday, November 30, 2012 9:48 AM
To: Stanley, Craig M
Subject: RE: Payroll Period Eligibility Date

Thanks Craig, I appreciate your update.

From: Stanley, Craig M [<mailto:craig.m.stanley@exxonmobil.com>]
Sent: Friday, November 30, 2012 9:46 AM
To: Allen, Jamal
Subject: RE: Payroll Period Eligibility Date

Just sent the question to payroll. Thanks

Craig M. Stanley
Labor and Employment Counsel
ExxonMobil Corporation
800 Bell Street, Suite 1806L
Houston, TX 77002
(O) 713 656 7406
(M) 832 523 9170
(F) 713 656 9697
craig.m.stanley@exxonmobil.com

From: Allen, Jamal [<mailto:Jamal.Allen@nlrb.gov>]
Sent: Friday, November 30, 2012 8:22 AM
To: Stanley, Craig M

Subject: Payroll Period Eligibility Date

Craig:

Regardless of what date we settle on for the election date, I need to know the payroll period eligibility date. Can you tell me what the payroll period eligibility date is?

Sincerely,

Jamal

From: Stanley, Craig M [<mailto:craig.m.stanley@exxonmobil.com>]

Sent: Friday, November 30, 2012 8:02 AM

To: Allen, Jamal

Subject: RE: Stipulated Election Agreement

Thanks Jamal. I got everyone on board but one: Our HR Manager is on vacation yesterday and today, but he's supposed to be calling in today. I'll let you know immediately.

Craig M. Stanley

Labor and Employment Counsel

ExxonMobil Corporation

800 Bell Street, Suite 1806L

Houston, TX 77002

(O) 713 656 7406

(M) 832 523 9170

(F) 713 656 9697

craig.m.stanley@exxonmobil.com

From: Allen, Jamal [<mailto:Jamal.Allen@nrlrb.gov>]

Sent: Friday, November 30, 2012 7:45 AM

To: Stanley, Craig M

Subject: Stipulated Election Agreement

Craig:

I really need a response from ExxonMobil regarding the election date today. Please email or call me to let me know if you have the okay for Monday, January 7, 2013.

Sincerely,

Jamal

From: Stanley, Craig M [<mailto:craig.m.stanley@exxonmobil.com>]

Sent: Wednesday, November 28, 2012 3:38 PM

To: Allen, Jamal

Subject: RE: Notice of Appearance for 16-RD-093686

Jamal. Please let me know if the following will suffice:

Please accept this email as my Notice of Appearance in the above-captioned matter. Please direct all communications and correspondence to my attention at the contact information provided below.

Thank you,
Craig

Craig M. Stanley
Labor and Employment Counsel
ExxonMobil Corporation
800 Bell Street, Suite 1806L
Houston, TX 77002
(O) 713 656 7406
(M) 832 523 9170
(F) 713 656 9697
craig.m.stanley@exxonmobil.com

From: Allen, Jamal [<mailto:Jamal.Allen@nrlrb.gov>]
Sent: Wednesday, November 28, 2012 1:51 PM
To: Stanley, Craig M
Subject: Notice of Appearance for 16-RD-093686

Dear Mr. Stanley:

I forgot to remind you that I still need for you to complete a notice of appearance form in this case. Currently our system has HR Manager Dennis Gay listed as ExxonMobil's contact. I know that I should direct my communication to you, however, there is still some written correspondence that is generated by our support staff and without a Notice of Appearance on record, said correspondence will be directed to Mr. Gay rather than you.

For your convenience, I've attached a Notice of Appearance form to this email. At your earliest opportunity please complete the form and send it in to us so that we may properly ensure that all correspondence on this matter is directed to your attention.

Sincerely,

Jamal M. Allen

From: [Eloy Gaitan](#)
To: [Allen, Jamal](#)
Cc: (b) (6), (b) (7)(C)
Subject: Proposed Stipulation Election Agreement for ExxonMobil-16-RD-093686
Date: Monday, December 3, 2012 11:04:02 AM

Mr. Allen:

Please find the Union's position on the question that will be stated on the ballot:

"Do you wish to be represented for purposes of collective-bargaining by Office Clerical Unit of Local USW 13-2001?"

The Union prefers to be known and represented as USW Local 13-2001.

I hope this answers your question. If not please let me know.

Thank you,

Eloy Gaitan

Eloy Gaitan

Attorney

Board Certified Workers' Compensation Law

Texas Board of Legal Specialization

(713) 230-2326

egaitan@williamskherkher.com

WILLIAMS ♦ KHERKHER

**Williams Kherkher Hart Boundas, LLP ♦ 8441 Gulf Freeway, Suite 600 ♦ Houston,
Texas 77017-5051
713.230.2200 ♦ 1.800.220.9341 ♦ Fax 713.643.6226 ♦ www.williamskherkher.com**

This e-mail and any attachments are confidential and may be protected by the attorney-client privilege and the attorney work product doctrine. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient or you believe this message has been sent to you in error, please notify the sender by e-mail and delete this message without disclosing it.

From: (b) (6), (b) (7)(C)
To: [Allen, Jamal](#)
Subject: Re: FW: Proposed Stipulated Election Agreement ExxonMobil 16-RD-093686
Date: Monday, December 3, 2012 3:22:41 PM
Attachments: [Stipulated Election Agreement Petitioner Sign-off.pdf](#)

Attached is my sign-off.

(b) (6), (b) (7)(C)

On Mon, Dec 3, 2012 at 1:44 PM, Allen, Jamal <Jamal.Allen@nlrb.gov> wrote:

> Dear Parties:

>

>

>

> I had to make a typographical correction in the draft of the proposed
> election stipulation to conform the name of ExxonMobil to match the
> corporate name as identified on the 2003 expired collective bargaining
> agreement. The name identified on the expired contract is ExxonMobil
> Refining and Supply Company Baytown Refinery and ExxonMobil Chemical Company
> Baytown Chemical Plant. I've substituted the preceding name for all entries
> of ExxonMobil in the revised election stipulation which is attached to this
> email. Please discard the prior draft of the election stipulation that was
> attached to my email earlier today and utilize the draft attached to this
> email as the agreement you should execute and return to me.

>

>

>

> I sincerely apologize for any inconvenience I may have caused you in this
> error.

>

>

>

> Sincerely,

>

>

>

> Jamal M. Allen

>

>

>

> From: Allen, Jamal

> Sent: Monday, December 03, 2012 10:36 AM

> To: (b) (6), (b) (7)(C) Eloy Gaitan; 'Stanley, Craig M'

> Cc: Littles, Nadine

> Subject: Proposed Stipulated Election Agreement ExxonMobil 16-RD-093686

> Importance: High

>

>

>

> Dear Parties:

>

>

>

> Attached to this email is the proposed stipulated election agreement for

> 16-RD-093686. The proposed stipulation incorporates the agreed upon
> election terms of a January 7, 2013 election date at the CAB W-233
> Conference Room located at 5000 Bayway Drive, Baytown, Texas 77520. The
> polls shall be open from 12:30 PM to 3:30 PM. Prior to the opening of the
> polls, there will be a pre-election conference at 12 PM with the parties
> representatives and their observers (1 for each party).

>

>

>

> Please review the document for accuracy and if it meets your approval,
> please sign and date the document in the space provided on the appropriate
> signature line on page 3. Additionally, please initial the lower right hand
> corner of pages 1 and 2 evidencing that you have reviewed those pages. You
> may return the executed stipulation to me as a PDF document or via facsimile
> at 713.209.4890. As always, if you have any questions for concerns please
> feel free to call or email me.

>

>

> I encourage you to execute the document to avoid the pre-election hearing
> scheduled for this week. In fact, I would greatly appreciate if you were to
> review and return the signed agreement to me today so that we may
> expeditiously cancel the pre-election hearing and thereby avoid the
> associated costs of securing a court reporter and thus saving you some of
> your tax payer funds.

>

>

>

> Sincerely,

>

>

>

> Jamal M. Allen

>

> Field Attorney

>

> National Labor Relations Board

>

>

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
STIPULATED ELECTION AGREEMENT

**ExxonMobil Refining and Supply Company
Baytown Refinery and ExxonMobil Chemical
Company Baytown Chemical Plant**

Case 16-RD-093686

The parties **AGREE AS FOLLOWS:**

1. PROCEDURAL MATTERS. The parties waive their right to a hearing and agree that any notice of hearing previously issued in this matter is withdrawn, that the petition is amended to conform to this Agreement, and that the record of this case shall include this Agreement and be governed by the Board's Rules and Regulations.

2. COMMERCE. The Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the National Labor Relations Act and a question affecting commerce has arisen concerning the representation of employees within the meaning of Section 9(c).

ExxonMobil Refining and Supply Company Baytown Refinery and ExxonMobil Chemical Company Baytown Chemical Plant, a division of ExxonMobil Corporation, is a New Jersey Corporation, with a place of business located in Baytown, Texas where it is engaged in petroleum refining. During the past twelve months, a representative period, the Employer in the course and conduct of its business operations sold and shipped goods valued in excess of \$50,000 to points located outside the State of Texas.

3. LABOR ORGANIZATION. UNITED STEELWORKERS LOCAL 13-2001 is an organization in which employees participate, and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work and is a labor organization within the meaning of Section 2(5) of the Act.

4. ELECTION. A secret-ballot election under the Board's Rules and Regulations shall be held under the supervision of the Regional Director on the date and at the hours and places specified below.

DATE: January 7, 2013

HOURS: 12:30 PM - 3:00 PM

PLACE: CAB W-233 Conference Room located at 5000 Bayway Drive,
Baytown, Texas 77520

If the election is postponed or canceled, the Regional Director, in his or her discretion, may reschedule the date, time, and place of the election.

5. UNIT AND ELIGIBLE VOTERS. The following unit is appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

INCLUDED: All Office Clerical employees employed by the Employer at its Baytown Refinery and at its Baytown Chemical Plant located in Baytown, Texas.

EXCLUDED: All confidential employees, guards, watchmen and supervisors as defined by the Act.

(b) (6), (b) (7)(C)

Those eligible to vote in the election are employees in the above unit who were employed during the **payroll period ending December 3, 2012**, including employees who did not work during that period because they were ill, on vacation, or were temporarily laid off.

Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, employees engaged in an economic strike which commenced less than 12 months before the election date, who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Employees who are otherwise eligible but who are in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause after the designated payroll period for eligibility, (2) employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and (3) employees engaged in an economic strike which began more than 12 months before the election date who have been permanently replaced.

6. ELECTION ELIGIBILITY LIST. Within seven (7) days after the Regional Director has approved this Agreement, the Employer shall provide to the Regional Director an election eligibility list containing the full names and addresses of all eligible voters. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *North Macon Health Care Facility*, 315 NLRB 359 (1994).

7. THE BALLOT. The Regional Director will decide the language(s) to be used on the election ballot. All parties should notify the Region as soon as possible of any voters or potential voters who only read a language other than English.

The question on the ballot will be "Do you wish to be represented for purposes of collective-bargaining by the OFFICE CLERICAL UNIT OF USW LOCAL 13-2001? The choices on the ballot will be "Yes" or "No".

8. NOTICE OF ELECTION. The Regional Director, in his or her discretion, will decide the language(s) to be used on the Notice of Election. The Employer will post copies of the Notice of Election in conspicuous places and usual posting places easily accessible to the voters at least three (3) full working days prior to 12:01 a.m. of the day of the election. As soon as the election arrangements are finalized, the Employer will be informed when the Notices must be posted in order to comply with the posting requirement. Failure to post the Election Notices as required shall be grounds for setting aside the election whenever proper and timely objections are filed.

9. ACCOMMODATIONS REQUIRED. All parties should notify the Region as soon as possible of any voters, potential voters, or other participants in this election who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.503, and who in order to participate in the election need appropriate auxiliary aids, as defined in 29 C.F.R. 100.503, and request the necessary assistance.

10. OBSERVERS. Each party may station an equal number of authorized, nonsupervisory-employee observers at the polling places to assist in the election, to challenge the eligibility of voters, and to verify the tally.

11. TALLY OF BALLOTS. Upon conclusion of the election, the ballots will be counted and a tally of ballots prepared and immediately made available to the parties.

(b) (6), (b) (7)(C)

12. POSTELECTION AND RUNOFF PROCEDURES. All procedures after the ballots are counted shall conform with the Board's Rules and Regulations.

**EXXONMOBIL REFINING AND SUPPLY
COMPANY BAYTOWN REFINERY AND
EXXONMOBIL CHEMICAL COMPANY
BAYTOWN CHEMICAL PLANT**

(Employer)

By _____
(Name) (Date)

(b) (6), (b) (7)(C)

(Petitioner)

(b) (6), (b) (7)(C)

By _____ 12/3/12
(Name) (Date)

USW LOCAL 13-2001

(Union)

Recommended: _____
JAMAL M. ALLEN, Field Attorney (Date)

By _____
(Name) (Date)

Date approved: _____

**Regional Director, Region 16
National Labor Relations Board**

INForm NLRB-652

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
STIPULATED ELECTION AGREEMENT

**ExxonMobil Refining and Supply Company
Baytown Refinery and ExxonMobil Chemical
Company Baytown Chemical Plant**

Case 16-RD-093686

The parties **AGREE AS FOLLOWS:**

1. PROCEDURAL MATTERS. The parties waive their right to a hearing and agree that any notice of hearing previously issued in this matter is withdrawn, that the petition is amended to conform to this Agreement, and that the record of this case shall include this Agreement and be governed by the Board's Rules and Regulations.

2. COMMERCE. The Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the National Labor Relations Act and a question affecting commerce has arisen concerning the representation of employees within the meaning of Section 9(c).

ExxonMobil Refining and Supply Company Baytown Refinery and ExxonMobil Chemical Company Baytown Chemical Plant, a division of ExxonMobil Corporation, is a New Jersey Corporation, with a place of business located in Baytown, Texas where it is engaged in petroleum refining. During the past twelve months, a representative period, the Employer in the course and conduct of its business operations sold and shipped goods valued in excess of \$50,000 to points located outside the State of Texas.

3. LABOR ORGANIZATION. UNITED STEELWORKERS LOCAL 13-2001 is an organization in which employees participate, and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work and is a labor organization within the meaning of Section 2(5) of the Act.

4. ELECTION. A secret-ballot election under the Board's Rules and Regulations shall be held under the supervision of the Regional Director on the date and at the hours and places specified below.

DATE: January 7, 2013

HOURS: 12:30 PM - 3:00 PM

PLACE: CAB W-233 Conference Room located at 5000 Bayway Drive,
Baytown, Texas 77520

If the election is postponed or canceled, the Regional Director, in his or her discretion, may reschedule the date, time, and place of the election.

5. UNIT AND ELIGIBLE VOTERS. The following unit is appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

INCLUDED: All Office Clerical employees employed by the Employer at its Baytown Refinery and at its Baytown Chemical Plant located in Baytown, Texas.

EXCLUDED: All confidential employees, guards, watchmen and supervisors as defined by the Act.

cmf

Those eligible to vote in the election are employees in the above unit who were employed during the **payroll period ending December 3, 2012**, including employees who did not work during that period because they were ill, on vacation, or were temporarily laid off.

Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, employees engaged in an economic strike which commenced less than 12 months before the election date, who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Employees who are otherwise eligible but who are in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause after the designated payroll period for eligibility, (2) employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and (3) employees engaged in an economic strike which began more than 12 months before the election date who have been permanently replaced.

6. ELECTION ELIGIBILITY LIST. Within seven (7) days after the Regional Director has approved this Agreement, the Employer shall provide to the Regional Director an election eligibility list containing the full names and addresses of all eligible voters. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *North Macon Health Care Facility*, 315 NLRB 359 (1994).

7. THE BALLOT. The Regional Director will decide the language(s) to be used on the election ballot. All parties should notify the Region as soon as possible of any voters or potential voters who only read a language other than English.

The question on the ballot will be "Do you wish to be represented for purposes of collective-bargaining by the OFFICE CLERICAL UNIT OF USW LOCAL 13-2001? The choices on the ballot will be "Yes" or "No".

8. NOTICE OF ELECTION. The Regional Director, in his or her discretion, will decide the language(s) to be used on the Notice of Election. The Employer will post copies of the Notice of Election in conspicuous places and usual posting places easily accessible to the voters at least three (3) full working days prior to 12:01 a.m. of the day of the election. As soon as the election arrangements are finalized, the Employer will be informed when the Notices must be posted in order to comply with the posting requirement. Failure to post the Election Notices as required shall be grounds for setting aside the election whenever proper and timely objections are filed.

9. ACCOMMODATIONS REQUIRED. All parties should notify the Region as soon as possible of any voters, potential voters, or other participants in this election who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.503, and who in order to participate in the election need appropriate auxiliary aids, as defined in 29 C.F.R. 100.503, and request the necessary assistance.

10. OBSERVERS. Each party may station an equal number of authorized, nonsupervisory-employee observers at the polling places to assist in the election, to challenge the eligibility of voters, and to verify the tally.

11. TALLY OF BALLOTS. Upon conclusion of the election, the ballots will be counted and a tally of ballots prepared and immediately made available to the parties.

C45

12. POSTELECTION AND RUNOFF PROCEDURES. All procedures after the ballots are counted shall conform with the Board's Rules and Regulations.

**EXXONMOBIL REFINING AND SUPPLY
COMPANY BAYTOWN REFINERY AND
EXXONMOBIL CHEMICAL COMPANY
BAYTOWN CHEMICAL PLANT**

(Employer)

By Craig M. Stanley 12/4/12
(Name) (Date)
CRAIG M. STANLEY

(b) (6), (b) (7)(C)

(Petitioner)

By _____
(Name) (Date)

USW LOCAL 13-2001

(Union)

Recommended: _____
JAMAL M. ALLEN, Field Attorney (Date)

By _____
(Name) (Date)

Date approved: _____

Regional Director, Region 16
National Labor Relations Board

From: [Stanley, Craig M](#)
To: [Allen, Jamal](#)
Subject: RE: Proposed Stipulated Election Agreement ExxonMobil 16-RD-093686
Date: Tuesday, December 4, 2012 1:57:18 PM

I understand. We're good to go then. I'll print out and fax in the next ½ hour.

Craig M. Stanley
Labor and Employment Counsel
ExxonMobil Corporation
800 Bell Street, Suite 1806L
Houston, TX 77002
(O) 713 656 7406
(M) 832 523 9170
(F) 713 656 9697
craig.m.stanley@exxonmobil.com

From: Allen, Jamal [<mailto:Jamal.Allen@nlrb.gov>]
Sent: Tuesday, December 04, 2012 12:51 PM
To: Stanley, Craig M
Subject: RE: Proposed Stipulated Election Agreement ExxonMobil 16-RD-093686

The included language has to match word for word what the unit description is in the contract, so I can't add the term "represented" to paragraph 5. However, your client will be generating the Excelsior List identifying the eligible voters. That list should only contain the names of the clerical employees who are eligible to vote based on their inclusion in the bargaining unit. That list will ensure that only eligible employees are allowed to vote in the election. If anyone attempts to vote whose name is not on the list that voter will be challenged by the Board Agent conducting the election. Consequently, if your concern is that clericals who aren't eligible will vote in the election, the Excelsior List should alleviate any such issues.

Is there some other concern that you have that inclusion of the term represented was meant to address?

From: Stanley, Craig M [<mailto:craig.m.stanley@exxonmobil.com>]
Sent: Tuesday, December 04, 2012 11:49 AM
To: Allen, Jamal
Subject: RE: Proposed Stipulated Election Agreement ExxonMobil 16-RD-093686

Jamal. Can you please consider one change. Because this is a decertification election, we should make it clear that only represented employees are eligible to vote. This is a massive facility with many business units, and there are unrepresented clericals working in various business units, etc. I propose the following:

5. UNIT AND ELIGIBLE VOTERS. The following unit is appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

INCLUDED: All **represented** Office Clerical employees employed by the Employer at its Baytown Refinery and at its Baytown Chemical Plant located in Baytown, Texas.

Craig M. Stanley
Labor and Employment Counsel
ExxonMobil Corporation
800 Bell Street, Suite 1806L
Houston, TX 77002
(O) 713 656 7406
(M) 832 523 9170
(F) 713 656 9697
craig.m.stanley@exxonmobil.com

From: Allen, Jamal [<mailto:Jamal.Allen@nlrb.gov>]
Sent: Tuesday, December 04, 2012 11:10 AM
To: Stanley, Craig M
Subject: RE: Proposed Stipulated Election Agreement ExxonMobil 16-RD-093686

Thanks for the update.

From: Stanley, Craig M [<mailto:craig.m.stanley@exxonmobil.com>]
Sent: Tuesday, December 04, 2012 11:08 AM
To: Allen, Jamal
Subject: RE: Proposed Stipulated Election Agreement ExxonMobil 16-RD-093686

Just got to the office. I'll review it in the next half hour. Thanks

Craig M. Stanley
Labor and Employment Counsel
ExxonMobil Corporation
800 Bell Street, Suite 1806L
Houston, TX 77002
(O) 713 656 7406
(M) 832 523 9170
(F) 713 656 9697
craig.m.stanley@exxonmobil.com

From: Allen, Jamal [<mailto:Jamal.Allen@nlrb.gov>]
Sent: Tuesday, December 04, 2012 11:07 AM
To: Stanley, Craig M
Subject: RE: Proposed Stipulated Election Agreement ExxonMobil 16-RD-093686
Importance: High

Mr. Stanley:

I haven't received the signed election stipulation from you yet. Can you please send me the executed stipulation agreement as soon as possible?

Thanks,

Jamal M. Allen

From: Stanley, Craig M [<mailto:craig.m.stanley@exxonmobil.com>]

Sent: Monday, December 03, 2012 1:31 PM
To: Allen, Jamal
Subject: RE: Proposed Stipulated Election Agreement ExxonMobil 16-RD-093686

Thanks Jamal. I don't see any issues, but I'm out this afternoon on a family matter, so can't return this until tomorrow morning.

Craig M. Stanley
Labor and Employment Counsel
ExxonMobil Corporation
800 Bell Street, Suite 1806L
Houston, TX 77002
(O) 713 656 7406
(M) 832 523 9170
(F) 713 656 9697
craig.m.stanley@exxonmobil.com

From: Allen, Jamal [<mailto:Jamal.Allen@nrlrb.gov>]
Sent: Monday, December 03, 2012 10:36 AM
To: (b) (6), (b) (7)(C) Eloy Gaitan; Stanley, Craig M
Cc: Littles, Nadine
Subject: Proposed Stipulated Election Agreement ExxonMobil 16-RD-093686
Importance: High

Dear Parties:

Attached to this email is the proposed stipulated election agreement for 16-RD-093686. The proposed stipulation incorporates the agreed upon election terms of a January 7, 2013 election date at the CAB W-233 Conference Room located at 5000 Bayway Drive, Baytown, Texas 77520. The polls shall be open from 12:30 PM to 3:30 PM. Prior to the opening of the polls, there will be a pre-election conference at 12 PM with the parties representatives and their observers (1 for each party).

Please review the document for accuracy and if it meets your approval, please sign and date the document in the space provided on the appropriate signature line on page 3. Additionally, please initial the lower right hand corner of pages 1 and 2 evidencing that you have reviewed those pages. You may return the executed stipulation to me as a PDF document or via facsimile at 713.209.4890. As always, if you have any questions for concerns please feel free to call or email me.

I encourage you to execute the document to avoid the pre-election hearing scheduled for this week. In fact, I would greatly appreciate if you were to review and return the signed agreement to me today so that we may expeditiously cancel the pre-election hearing and thereby avoid the associated costs of securing a court reporter and thus saving you some of your tax payer funds.

Sincerely,

Jamal M. Allen
Field Attorney
National Labor Relations Board

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
STIPULATED ELECTION AGREEMENT

**ExxonMobil Refining and Supply Company
Baytown Refinery and ExxonMobil Chemical
Company Baytown Chemical Plant**

Case 16-RD-093686

The parties **AGREE AS FOLLOWS:**

1. PROCEDURAL MATTERS. The parties waive their right to a hearing and agree that any notice of hearing previously issued in this matter is withdrawn, that the petition is amended to conform to this Agreement, and that the record of this case shall include this Agreement and be governed by the Board's Rules and Regulations.

2. COMMERCE. The Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the National Labor Relations Act and a question affecting commerce has arisen concerning the representation of employees within the meaning of Section 9(c).

ExxonMobil Refining and Supply Company Baytown Refinery and ExxonMobil Chemical Company Baytown Chemical Plant, a division of ExxonMobil Corporation, is a New Jersey Corporation, with a place of business located in Baytown, Texas where it is engaged in petroleum refining. During the past twelve months, a representative period, the Employer in the course and conduct of its business operations sold and shipped goods valued in excess of \$50,000 to points located outside the State of Texas.

3. LABOR ORGANIZATION. UNITED STEELWORKERS LOCAL 13-2001 is an organization in which employees participate, and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work and is a labor organization within the meaning of Section 2(5) of the Act.

4. ELECTION. A secret-ballot election under the Board's Rules and Regulations shall be held under the supervision of the Regional Director on the date and at the hours and places specified below.

DATE: January 7, 2013 HOURS: 12:30 PM - 3:00 PM

**PLACE: CAB W-233 Conference Room located at 5000 Bayway Drive,
Baytown, Texas 77520**

If the election is postponed or canceled, the Regional Director, in his or her discretion, may reschedule the date, time, and place of the election.

5. UNIT AND ELIGIBLE VOTERS. The following unit is appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

INCLUDED: All Office Clerical employees employed by the Employer at its Baytown Refinery and at its Baytown Chemical Plant located in Baytown, Texas.

EXCLUDED: All confidential employees, guards, watchmen and supervisors as defined by the Act.

Those eligible to vote in the election are employees in the above unit who were employed during the **payroll period ending December 3, 2012**, including employees who did not work during that period because they were ill, on vacation, or were temporarily laid off.

Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, employees engaged in an economic strike which commenced less than 12 months before the election date, who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Employees who are otherwise eligible but who are in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause after the designated payroll period for eligibility, (2) employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and (3) employees engaged in an economic strike which began more than 12 months before the election date who have been permanently replaced.

6. ELECTION ELIGIBILITY LIST. Within seven (7) days after the Regional Director has approved this Agreement, the Employer shall provide to the Regional Director an election eligibility list containing the full names and addresses of all eligible voters. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *North Macon Health Care Facility*, 315 NLRB 359 (1994).

7. THE BALLOT. The Regional Director will decide the language(s) to be used on the election ballot. All parties should notify the Region as soon as possible of any voters or potential voters who only read a language other than English.

The question on the ballot will be "Do you wish to be represented for purposes of collective-bargaining by the OFFICE CLERICAL UNIT OF USW LOCAL 13-2001? The choices on the ballot will be "Yes" or "No".

8. NOTICE OF ELECTION. The Regional Director, in his or her discretion, will decide the language(s) to be used on the Notice of Election. The Employer will post copies of the Notice of Election in conspicuous places and usual posting places easily accessible to the voters at least three (3) full working days prior to 12:01 a.m. of the day of the election. As soon as the election arrangements are finalized, the Employer will be informed when the Notices must be posted in order to comply with the posting requirement. Failure to post the Election Notices as required shall be grounds for setting aside the election whenever proper and timely objections are filed.

9. ACCOMMODATIONS REQUIRED. All parties should notify the Region as soon as possible of any voters, potential voters, or other participants in this election who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.503, and who in order to participate in the election need appropriate auxiliary aids, as defined in 29 C.F.R. 100.503, and request the necessary assistance.

10. OBSERVERS. Each party may station an equal number of authorized, nonsupervisory-employee observers at the polling places to assist in the election, to challenge the eligibility of voters, and to verify the tally.

11. TALLY OF BALLOTS. Upon conclusion of the election, the ballots will be counted and a tally of ballots prepared and immediately made available to the parties.

12. POSTELECTION AND RUNOFF PROCEDURES. All procedures after the ballots are counted shall conform with the Board's Rules and Regulations.

EXXONMOBIL REFINING AND SUPPLY
COMPANY BAYTOWN REFINERY AND
EXXONMOBIL CHEMICAL COMPANY
BAYTOWN CHEMICAL PLANT

(Employer)

By _____
(Name) (Date)

(b) (6), (b) (7)(C)

(Petitioner)

(b) (6), (b) (7)(C)

By _____ 12/3/12
(Name) (Date)

USW LOCAL 13-2001

(Union)

By _____
(Name) (Date)

Recommended: Corral Allen 12/5/12
JAMAL M. ALLEN, Field Attorney (Date)

Date approved: 12-5-12
Martha Kuvail
Regional Director, Region 16
National Labor Relations Board

12. POSTELECTION AND RUNOFF PROCEDURES. All procedures after the ballots are counted shall conform with the Board's Rules and Regulations.

**EXXONMOBIL REFINING AND SUPPLY
COMPANY BAYTOWN REFINERY AND
EXXONMOBIL CHEMICAL COMPANY
BAYTOWN CHEMICAL PLANT**

(Employer)

By Craig M. Stanley 12/4/12
(Name) (Date)
CRAIG M. STANLEY

(b) (6), (b) (7)(C)

(Petitioner)

By _____
(Name) (Date)

USW LOCAL 13-2001

(Union)

Recommended: Jamal Allen 12/5/12
JAMAL M. ALLEN, Field Attorney (Date)

By _____
(Name) (Date)

Date approved: 12-5-12

Martha Kewand

**Regional Director, Region 16
National Labor Relations Board**

12. POSTELECTION AND RUNOFF PROCEDURES. All procedures after the ballots are counted shall conform with the Board's Rules and Regulations.

**EXXONMOBIL REFINING AND SUPPLY
COMPANY BAYTOWN REFINERY AND
EXXONMOBIL CHEMICAL COMPANY
BAYTOWN CHEMICAL PLANT**

(Employer)

(b) (6), (b) (7)(C)

(Petitioner)

By _____
(Name) (Date)

By _____
(Name) (Date)

USW LOCAL 13-2001

(Union)

Recommended: Jamal M. Allen 12/5/12
JAMAL M. ALLEN, Field Attorney (Date)

By [Signature] 12/5/12
(Name) (Date)

Date approved: 12-5-12

Martha Revard
Regional Director, Region 16
National Labor Relations Board

From: [Eloy Gaitan](#)
To: [Allen, Jamal](#)
Cc: (b) (6), (b) (7)(C)
Subject: Re: Proposed Stipulated Election Agreement ExxonMobil 16-RD-093686
Date: Wednesday, December 5, 2012 8:55:37 AM

Mr. Allen I am currently out of town. I have forwarded the proposal to Mr. Brooks. I will try to get it to you today.
Sorry about the delay.

Eloy Gaitan

Eloy Gaitan

Attorney

Board Certified Workers' Compensation Law

Texas Board of Legal Specialization

(713) 230-2326

egaitan@williamskherkher.com

WILLIAMS ♦ KHERKHER

Williams Kherkher Hart Boundas, LLP ♦ 8441 Gulf Freeway, Suite 600 ♦ Houston, Texas 77017-5051
713.230.2200 ♦ 1.800.220.9341 ♦ Fax 713.643.6226 ♦ www.williamskherkher.com

This e-mail and any attachments are confidential and may be protected by the attorney-client privilege and the attorney work product doctrine. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient or you believe this message has been sent to you in error, please notify the sender by e-mail and delete this message without disclosing it.

From: Allen, Jamal [mailto:Jamal.Allen@nrlrb.gov]
Sent: Wednesday, December 05, 2012 07:47 AM
To: Eloy Gaitan

Cc: Littles, Nadine <Nadine.Littles@nlrb.gov>

Subject: FW: Proposed Stipulated Election Agreement ExxonMobil 16-RD-093686

Mr. Gaitan:

We still haven't received your client's signed stipulated election agreement. At this point, we do have the executed agreements from both the Employer and the Petitioner, therefore, the only outstanding agreement we are waiting for is the Union approved agreement. I really do need the signed election agreement as soon as possible. As you know we still have a pre-election hearing scheduled for this Thursday (tomorrow). I need a signed stipulated election agreement from all parties in order to cancel the hearing. Additionally, I need the signed agreement from you as soon as possible in order to avoid a court reporter cancellation fee which the Agency will incur if the hearing is not canceled by the early part of this afternoon.

Based on the preceding, can you please tell what if any reason there is for the delay in your client authorizing you to execute the stipulated agreement? if there isn't any further reason for a delay, please sign and date the form on the third page and initial the lower right hand corner of pages 1-2 and return the agreement to me via fax (713.209.4890) or email.

Sincerely,

Jamal M. Allen

From: Allen, Jamal

Sent: Tuesday, December 04, 2012 11:09 AM

To: Eloy Gaitan

Subject: FW: Proposed Stipulated Election Agreement ExxonMobil 16-RD-093686

Importance: High

Mr. Gaitan:

I haven't received the signed election stipulation from you yet. Do either you or your client have any issues or concerns regarding the attached stipulation. If not, can you please send me the executed election stipulation agreement as soon as possible?

Thanks,

Jamal M. Allen

From: Allen, Jamal

Sent: Monday, December 03, 2012 1:45 PM

To: 'Stanley, Craig M'; (b) (6). (b) (7)(C)*; Eloy Gaitan

Cc: Littles, Nadine

Subject: FW: Proposed Stipulated Election Agreement ExxonMobil 16-RD-093686

Importance: High

Dear Parties:

I had to make a typographical correction in the draft of the proposed election stipulation to conform the name of ExxonMobil to match the corporate name as identified on the 2003 expired collective bargaining agreement. The name identified on the expired contract is ExxonMobil Refining and Supply Company Baytown Refinery and ExxonMobil Chemical Company Baytown Chemical Plant. I've substituted the preceding name for all entries of ExxonMobil in the revised election stipulation which is attached to this email. Please discard the prior draft of the election stipulation that was attached to my email earlier today and utilize the draft attached to this email as the agreement you should execute and return to me.

I sincerely apologize for any inconvenience I may have caused you in this error.

Sincerely,

Jamal M. Allen

From: Allen, Jamal
Sent: Monday, December 03, 2012 10:36 AM
To: (b) (6), (b) (7)(C); Eloy Gaitan; 'Stanley, Craig M'
Cc: Littles, Nadine
Subject: Proposed Stipulated Election Agreement ExxonMobil 16-RD-093686
Importance: High

Dear Parties:

Attached to this email is the proposed stipulated election agreement for 16-RD-093686. The proposed stipulation incorporates the agreed upon election terms of a January 7, 2013 election date at the CAB W-233 Conference Room located at 5000 Bayway Drive, Baytown, Texas 77520. The polls shall be open from 12:30 PM to 3:30 PM. Prior to the opening of the polls, there will be a pre-election conference at 12 PM with the parties representatives and their observers (1 for each party).

Please review the document for accuracy and if it meets your approval, please sign and date the document in the space provided on the appropriate signature line on page 3. Additionally, please initial the lower right hand corner of pages 1 and 2 evidencing that you have reviewed those pages. You may return the executed stipulation to me as a PDF document or via facsimile at 713.209.4890. As always, if you have any questions or concerns please feel free to call or email me.

I encourage you to execute the document to avoid the pre-election hearing scheduled for this week. In fact, I would greatly appreciate if you were to review and return the signed agreement to me today so that we may expeditiously cancel the pre-election hearing and thereby avoid the associated costs of securing a court reporter and thus saving you some of your tax payer funds.

Sincerely,

Jamal M. Allen
Field Attorney
National Labor Relations Board

From: (b) (6), (b) (7)(C)
To: [Allen, Jamal](#)
Subject: FW: 33670 U.S.W. Local Union No. 13-2001: Settlement
Date: Wednesday, December 5, 2012 1:32:21 PM
Attachments: [Stipulated Election Agreement 16-RD-093686.PDF](#)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) [@williamskherkher.com](#)

WILLIAMS ♦ KHERKHER

**Williams Kherkher Hart Boundas, LLP ♦ 8441 Gulf Freeway, Suite 600 ♦ Houston,
Texas 77017-5051
713.230.2200 ♦ 1.800.220.9341 ♦ Fax 713.643.6226 ♦ www.williamskherkher.com**

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From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)]
Sent: Wednesday, December 05, 2012 12:26 PM
To: (b) (6), (b) (7)(C)
Subject: 33670 U.S.W. Local Union No. 13-2001: Settlement

Sorry about that (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
USW Local 13-2001
(b) (6), (b) (7)(C) office
(b) (6), (b) (7)(C)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
STIPULATED ELECTION AGREEMENT

**ExxonMobil Refining and Supply Company
Baytown Refinery and ExxonMobil Chemical
Company Baytown Chemical Plant**

Case 16-RD-093686

The parties **AGREE AS FOLLOWS:**

1. PROCEDURAL MATTERS. The parties waive their right to a hearing and agree that any notice of hearing previously issued in this matter is withdrawn, that the petition is amended to conform to this Agreement, and that the record of this case shall include this Agreement and be governed by the Board's Rules and Regulations.

2. COMMERCE. The Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the National Labor Relations Act and a question affecting commerce has arisen concerning the representation of employees within the meaning of Section 9(c).

ExxonMobil Refining and Supply Company Baytown Refinery and ExxonMobil Chemical Company Baytown Chemical Plant, a division of ExxonMobil Corporation, is a New Jersey Corporation, with a place of business located in Baytown, Texas where it is engaged in petroleum refining. During the past twelve months, a representative period, the Employer in the course and conduct of its business operations sold and shipped goods valued in excess of \$50,000 to points located outside the State of Texas.

3. LABOR ORGANIZATION. UNITED STEELWORKERS LOCAL 13-2001 is an organization in which employees participate, and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work and is a labor organization within the meaning of Section 2(5) of the Act.

4. ELECTION. A secret-ballot election under the Board's Rules and Regulations shall be held under the supervision of the Regional Director on the date and at the hours and places specified below.

DATE: January 7, 2013

HOURS: 12:30 PM - 3:00 PM

PLACE: CAB W-233 Conference Room located at 5000 Bayway Drive,
Baytown, Texas 77520

If the election is postponed or canceled, the Regional Director, in his or her discretion, may reschedule the date, time, and place of the election.

5. UNIT AND ELIGIBLE VOTERS. The following unit is appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

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Those eligible to vote in the election are employees in the above unit who were employed during the **payroll period ending December 3, 2012**, including employees who did not work during that period because they were ill, on vacation, or were temporarily laid off.

Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, employees engaged in an economic strike which commenced less than 12 months before the election date, who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Employees who are otherwise eligible but who are in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause after the designated payroll period for eligibility, (2) employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and (3) employees engaged in an economic strike which began more than 12 months before the election date who have been permanently replaced.

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The question on the ballot will be "Do you wish to be represented for purposes of collective-bargaining by the OFFICE CLERICAL UNIT OF USW LOCAL 13-2001? The choices on the ballot will be "Yes" or "No".

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**EXXONMOBIL REFINING AND SUPPLY
COMPANY BAYTOWN REFINERY AND
EXXONMOBIL CHEMICAL COMPANY
BAYTOWN CHEMICAL PLANT**

(Employer)

(b) (6), (b) (7)(C)

(Petitioner)


By _____
(Name) (Date)

By _____
(Name) (Date)

USW LOCAL 13-2001

(Union)

Recommended: _____
JAMAL M. ALLEN, Field Attorney (Date)

By  12/5/12
(Name) (Date)

Date approved: _____

**Regional Director, Region 16
National Labor Relations Board**

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
STIPULATED ELECTION AGREEMENT

**ExxonMobil Refining and Supply Company
Baytown Refinery and ExxonMobil Chemical
Company Baytown Chemical Plant**

Case 16-RD-093686

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EXXONMOBIL REFINING AND SUPPLY
COMPANY BAYTOWN REFINERY AND
EXXONMOBIL CHEMICAL COMPANY
BAYTOWN CHEMICAL PLANT
(Employer)

By _____
(Name) (Date)

(b) (6), (b) (7)(C)

(Petitioner)

(b) (6), (b) (7)(C)

By _____ 12/3/12
(Name) (Date)

USW LOCAL 13-2001
(Union)

Recommended: Jamal Allen 12/5/12
JAMAL M. ALLEN, Field Attorney (Date)

By _____
(Name) (Date)

Date approved: _____

Regional Director, Region 16
National Labor Relations Board

12. POSTELECTION AND RUNOFF PROCEDURES. All procedures after the ballots are counted shall conform with the Board's Rules and Regulations.

**EXXONMOBIL REFINING AND SUPPLY
COMPANY BAYTOWN REFINERY AND
EXXONMOBIL CHEMICAL COMPANY
BAYTOWN CHEMICAL PLANT**

(Employer)

By Craig M. Stanley 12/4/12
(Name) (Date)
CRAIG M. STANLEY

(b) (6), (b) (7)(C)

(Petitioner)

By _____
(Name) (Date)

USW LOCAL 13-2001

(Union)

Recommended: Jamal Allen 12/5/12
JAMAL M. ALLEN, Field Attorney (Date)

By _____
(Name) (Date)

Date approved: _____

**Regional Director, Region 16
National Labor Relations Board**

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**EXXONMOBIL REFINING AND SUPPLY
COMPANY BAYTOWN REFINERY AND
EXXONMOBIL CHEMICAL COMPANY
BAYTOWN CHEMICAL PLANT**

(Employer)

(b) (6), (b) (7)(C)

(Petitioner)

By _____
(Name) (Date)

By _____
(Name) (Date)

USW LOCAL 13-2001

(Union)

Recommended: Jamal M. Allen 12/5/12
JAMAL M. ALLEN, Field Attorney (Date)

By [Signature] 12/5/12
(Name) (Date)

Date approved: _____

Regional Director, Region 16
National Labor Relations Board



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 16
819 TAYLOR ST
RM 8A24
FORT WORTH, TX 76102-6107

Agency Website: www.nlrb.gov
Telephone: (817)978-2921
Fax: (817)978-2928

December 6, 2012

DENNIS GAY, HR MANAGER
EXXONMOBIL REFINING AND SUPPLY COMPANY
BAYTOWN REFINERY AND EXXONMOBIL CHEMICAL
COMPANY BAYTOWN CHEMICAL PLANT
5000 BAYWAY DR
BAYTOWN, TX 77520-2123

RICKY BROOKS
USW LOCAL 13-2001
311 S HIGHWAY 146
BAYTOWN, TX 77520-2257

(b) (6), (b) (7)(C)

Re: EXXONMOBIL REFINING AND SUPPLY
COMPANY BAYTOWN REFINERY AND
EXXONMOBIL CHEMICAL COMPANY
BAYTOWN CHEMICAL PLANT
Case 16-RD-093686

DEAR PARTIES:

Enclosed is a copy of the election agreement that I have approved in this case. This letter will provide you with additional information about the election eligibility list, posting the election notices, and the agreed-upon election arrangements.

Election Eligibility List

It is longstanding Board policy that all parties to the election should have access to a list of voters and their addresses which may be used to communicate with them. In accordance with the terms of the election agreement, the Employer must file with me an election eligibility list, containing the **full** names and **complete** addresses (including postal zip codes) of all the eligible voters who were on the Employer's payroll for the period ending **December 3, 2012**.

The list must be of sufficiently large type to be clearly legible, and the names should be alphabetized. I will make this list available to all parties to the election.

To be timely filed, the list must be received in this office on or before **December 12, 2012**. No extension of time to file this list may be granted except in extraordinary circumstances. Failure by the Employer to comply with this requirement is grounds for setting aside the election if proper objections are filed.

Electronic filing of the list through the Agency website is preferred but not required. To file electronically, go to www.nlr.gov, select **File Case Documents**, enter the **NLRB case number**, and follow the detailed instructions. The list also may be submitted to our office by fax to (817)978-2928 or by regular mail to the address above. The burden of establishing the timely filing and receipt of the list is on the sending party.

Election Arrangements

The arrangements for the election in this matter are as follows:

Date of Election: January 7, 2013

Time: 12:30 P.M. to 3:00 P.M.

Place: CAB W-233 Conference Room
5000 BAYWAY DR, BAYTOWN, TX

Election Observers: Each party may have one observer for each polling session. The observers may be present at the polling place during the balloting and to assist the Board agent in counting the ballots after the polls have been closed. **Please complete the enclosed Designation of Observer form and return it to this office as soon as possible.**

Pre-Election Conference: A pre-election conference for all parties will be held on January 7, 2013 at 12:00 P.M. at the polling site. The parties are requested to have their election observers present at this conference so that the observers may receive instruction from the Board Agent about their duties.

Election Equipment: The Board agent conducting the election will furnish the ballot box, ballots, and voting booths. The Employer is requested to provide, at the polling place, a table and a sufficient number of chairs for use by the Board agent and observers during the election.

Posting of Election Notices

Election notices will soon be mailed to the parties. Section 103.20 of the Board's Rules and Regulations requires the Employer to timely post copies of the Board's official Notice of Election in conspicuous places. In this case, the notices must be posted **before 12:01 a.m. on January 2, 2013**. If the Employer does not receive copies of the notice by **December 31, 2012**,

it should notify the Regional Office immediately. Pursuant to Section 103.20(c), a failure to do so precludes an employer from filing objections based on nonposting of the election notice.

To make it administratively possible to have election notices and ballots in a language other than English, please notify the Board agent immediately if that is necessary for this election. Also, as noted in paragraph 9 of the stipulated election agreement, if special accommodations are required for any voters, potential voters, or election participants to vote or reach the voting area, please tell the Board agent as soon as possible.

If there are any questions, please feel free to contact Field Attorney JAMAL M. ALLEN at telephone number (713)209-4879 or by email at jamal.allen@nlrb.gov. The cooperation of all parties is sincerely appreciated.

Very truly yours,

MARTHA KINARD
REGIONAL DIRECTOR

Enclosures

1. Approved Election Agreement
2. Designation of Observer Form

cc: CRAIG M. STANLEY, LABOR AND
EMPLOYMENT COUNSEL
EXXONMOBIL REFINING & SUPPLY
COMPANY
800 BELL ST, STE 1806L
HOUSTON, TX 77002-7497

JIM HART, ESQ.
WILLIAMS KHERKHER HART BOUNDAS, LLP
8441 GULF FREEWAY, SUITE 600
HOUSTON, TX 77017

DESIGNATION OF OBSERVER(S)

Re: EXXONMOBIL REFINING AND SUPPLY
COMPANY BAYTOWN REFINERY AND
EXXONMOBIL CHEMICAL COMPANY
BAYTOWN CHEMICAL PLANT
Case 16-RD-093686

**EXXONMOBIL REFINING AND SUPPLY COMPANY BAYTOWN REFINERY AND
EXXONMOBIL CHEMICAL COMPANY BAYTOWN CHEMICAL PLANT** hereby
designates the individual listed below to act as its observer during the election in the above case.

Observer's Name	Observer's Job Title
1.	

I certify that each of the above-named individuals is an employee of the Employer and is not a supervisor within the meaning of Section 2(11) of the Act.

EXXONMOBIL REFINING AND SUPPLY COMPANY
BAYTOWN REFINERY AND EXXONMOBIL CHEMICAL
COMPANY BAYTOWN CHEMICAL PLANT

(Name of Party)

By:

(Signature)

(Representative Name: Print or Type)

(Representative Title)

(Date)

Note: The use of a supervisor as an observer may result in setting aside the election. Section 2(11) of the National Labor Relations Act states: "The term 'supervisor' means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment."

DESIGNATION OF OBSERVER(S)

Re: EXXONMOBIL REFINING AND SUPPLY
COMPANY BAYTOWN REFINERY AND
EXXONMOBIL CHEMICAL COMPANY
BAYTOWN CHEMICAL PLANT
Case 16-RD-093686

PETITIONER (b) (6), (b) (7)(C) hereby designates the individual listed below to act as its observer during the election in the above case.

Observer's Name	Observer's Job Title
1.	

I certify that each of the above-named individuals is an employee of the Employer and is not a supervisor within the meaning of Section 2(11) of the Act.

(b) (6), (b) (7)(C)

(Name of Party)

By:

(Signature)

(Representative Name: Print or Type)

(Representative Title)

(Date)

Note: The use of a supervisor as an observer may result in setting aside the election. Section 2(11) of the National Labor Relations Act states: "The term 'supervisor' means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment."

DESIGNATION OF OBSERVER(S)

Re: EXXONMOBIL REFINING AND SUPPLY
COMPANY BAYTOWN REFINERY AND
EXXONMOBIL CHEMICAL COMPANY
BAYTOWN CHEMICAL PLANT
Case 16-RD-093686

USW LOCAL 13-2001 hereby designates the individual listed below to act as its observer during the election in the above case.

Observer's Name	Observer's Job Title
1.	

I certify that each of the above-named individuals is an employee of the Employer and is not a supervisor within the meaning of Section 2(11) of the Act.

USW LOCAL 13-2001

(Name of Party)

By:

(Signature)

(Representative Name: Print or Type)

(Representative Title)

(Date)

Note: The use of a supervisor as an observer may result in setting aside the election. Section 2(11) of the National Labor Relations Act states: "The term 'supervisor' means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment."



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 16
819 TAYLOR ST
RM 8A24
FORT WORTH, TX 76102-6107

Agency Website: www.nlrb.gov
Telephone: (817)978-2921
Fax: (817)978-2928

December 12, 2012

(b) (6), (b) (7)(C)

JIM HART, ESQ.
WILLIAMS KHERKHER HART BOUNDAS, LLP
8441 GULF FREEWAY, SUITE 600
HOUSTON, TX 77017

RICKY BROOKS, PRESIDENT
USW LOCAL 13-2001
311 S HIGHWAY 146
BAYTOWN, TX 77520-2257

Re: ExxonMobil Refining and Supply
Company Baytown Refinery and
ExxonMobil Chemical Company Baytown
Chemical Plant
Case 16-RD-093686

DEAR PARTIES:

Enclosed is the eligibility list the Employer furnished in connection with the scheduled election in this matter. Please review the list promptly and advise this office as soon as possible, but in any event before the pre-election conference, if you believe any names have been omitted or if you have any questions about the inclusion of any individuals on the list.

At the election, the only copy of the eligibility list that may be used is the one provided by the Board agent. Your observers will not be permitted to have the enclosed list at the checking table during the election.

Very truly yours,

MARTHA KINARD
REGIONAL DIRECTOR

Enclosure



UNITED STATES OF AMERICA
National Labor Relations Board

16-RD-093686



OFFICIAL SECRET BALLOT

For certain employees of

**EXXONMOBIL REFINING AND SUPPLY COMPANY BAYTOWN REFINERY AND
EXXONMOBIL CHEMICAL COMPANY BAYTOWN CHEMICAL PLANT**

Do you wish to be represented for purposes of collective bargaining by
USW LOCAL 13-2001?

MARK AN "X" IN THE SQUARE OF YOUR CHOICE

YES

☐

NO

☐

DO NOT SIGN THIS BALLOT. Fold and drop in the ballot box.
If you spoil this ballot, return it to the Board Agent for a new one.

The National Labor Relations Board does not endorse any choice in this election. Any markings that you may see on
any sample ballot have not been put there by the National Labor Relations Board.



UNITED STATES OF AMERICA
National Labor Relations Board

16-RD-093686



OFFICIAL SECRET BALLOT

For certain employees of

**EXXONMOBIL REFINING AND SUPPLY COMPANY BAYTOWN REFINERY AND
EXXONMOBIL CHEMICAL COMPANY BAYTOWN CHEMICAL PLANT**

Do you wish to be represented for purposes of collective bargaining by
USW LOCAL 13-2001?

MARK AN "X" IN THE SQUARE OF YOUR CHOICE

YES

☐

NO

☐

DO NOT SIGN THIS BALLOT. Fold and drop in the ballot box.
If you spoil this ballot, return it to the Board Agent for a new one.

The National Labor Relations Board does not endorse any choice in this election. Any markings that you may see on
any sample ballot have not been put there by the National Labor Relations Board.

16-RD-093686

VOTING UNIT

EMPLOYEES ELIGIBLE TO VOTE:

Those eligible to vote are: All Office Clerical employees employed by the Employer at its Baytown Refinery and at its Baytown Chemical Plant located in Baytown, Texas, who were employed by the Employer during the payroll period ending December 3, 2012.



EMPLOYEES NOT ELIGIBLE TO VOTE:

Those not eligible to vote are: All confidential employees, guards, watchmen and supervisors as defined by the Act.

DATE, TIME AND PLACE OF ELECTION

Monday, January 7, 2013	12:30 P.M. to 3:00 P.M.	CAB W-233 Conference Room located at 5000 BAYWAY DR BAYTOWN, TX
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IF YOU WISH, YOU MAY VOTE ON YOUR OWN TIME WHILE THE POLLS ARE OPEN.

	<p>UNITED STATES OF AMERICA National Labor Relations Board 16-RD-093686</p>	
<p>OFFICIAL SECRET BALLOT For certain employees of EXXONMOBIL REFINING AND SUPPLY COMPANY BAYTOWN REFINERY AND EXXONMOBIL CHEMICAL COMPANY BAYTOWN CHEMICAL PLANT</p>		
<p>Do you wish to be represented for purposes of collective bargaining by USW LOCAL 13-2001?</p>		
<p>MARK AN "X" IN THE SQUARE OF YOUR CHOICE</p>		
<p>YES</p> <div><input type="checkbox"/></div>		<p>NO</p> <div><input type="checkbox"/></div>
<p>DO NOT SIGN THIS BALLOT. Fold and drop in the ballot box. If you spoil this ballot, return it to the Board Agent for a new one. <small>The National Labor Relations Board does not endorse any choice in this election. Any markings that you may see on any sample ballot have not been put there by the National Labor Relations Board.</small></p>		



United States Government

**NATIONAL LABOR RELATIONS
BOARD**

**Region 16
1919 Smith Street
Suite 1545
Houston, Texas 77002
(voice) 713-209-4879
(fax) 713-209-4890**

Craig M. Stanley
Labor and Employment Counsel
ExxonMobil Corporation
800 Bell Street, Suite 1806L
Houston, TX 77002

December 19, 2012

VIA FIRST CLASS MAIL

Re: ExxonMobil Refining and Supply
16-RD-093686

Dear Mr. Stanley:

Pursuant to your email request, please find enclosed herein additional notices for the election in Case No. 16-RD-093686. I've enclosed twenty (20) additional notices in this correspondence.

If you need additional assistance with this matter, please do not hesitate to contact me at 713.209.4879.

Sincerely,

Jamal M. Allen
Field Attorney
National Labor Relations Board



United States Government
NATIONAL LABOR RELATIONS BOARD
Region 16
819 Taylor Street – Room 8A24
Fort Worth, TX 76102-6178
Agency Web Site: www.nlrb.gov

January 3, 2013

CRAIG M. STANLEY, LABOR AND
EMPLOYMENT COUNSEL
EXXONMOBIL REFINING & SUPPLY
800 BELL ST., SUITE 1806L
HOUSTON, TX 77002-7497

JIM HART, ESQ.
WILLIAMS KHERKHER HART
BOUNDAS, LLP
8441 GULF FREEWAY, SUITE 600
HOUSTON, TX 77017

Re: EXXONMOBIL REFINING AND
SUPPLY COMPANY BAYTOWN
REFINERY AND EXXONMOBIL
CHEMICAL COMPANY BAYTOWN
CHEMICAL PLANT
CASE 16-RD-093686

DEAR MESSRS STANLEY AND HART:

This is to advise you that the Region will not proceed with the above-captioned case at this time because of the unfair labor practice charges filed in ExxonMobil Refining & Supply, Case Nos. 16-CA-095721 and 16-CA-095723 on January 2, 2012, which cases are currently under investigation.

You will be advised when these cases become unblocked.

Sincerely,

MARTHA KINARD
REGIONAL DIRECTOR

cc: DENNIS GAY, HR MANAGER
EXXONMOBIL REFINING & SUPPLY
5000 BAYWAY DR.
BAYTOWN, TX 77520-2123

(b) (6), (b) (7)(C)

RICKY BROOKS, PRESIDENT
USW LOCAL 13-2001
3110 S. HIGHWAY 146
BAYTOWN, TX 77520-2257

From: [Stanley, Craig M](#)
To: [Donovan, Charlene R.](#)
Subject: ExxonMobil
Date: Thursday, January 3, 2013 3:53:57 PM

Hello and Happy New Year Charlene. I got your message re: the blocking charges.

Thanks,

Craig

Craig M. Stanley
Labor and Employment Counsel
ExxonMobil Corporation
800 Bell Street, Suite 1806L
Houston, TX 77002
(O) 713 656 7406
(M) 832 523 9170
(F) 713 656 9697
craig.m.stanley@exxonmobil.com



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 16
819 TAYLOR ST
RM 8A24
FORT WORTH, TX 76102-6107

Agency Website: www.nlr.gov
Telephone: (817)978-2921
Fax: (817)978-2928

April 10, 2013

(b) (6), (b) (7)(C)

Re: ExxonMobil Refining and Supply
Company Baytown Refinery and
ExxonMobil Chemical Company Baytown
Chemical Plant
Case 16-RD-093686

DEAR (b) (6), (b) (7)(C):

Enclosed is the showing of interest that you submitted in connection with the above-referenced matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Martha Kinard", is written over a light blue circular stamp.

MARTHA KINARD
REGIONAL DIRECTOR

Enclosures

From: (b) (6), (b) (7)(C)
To: [Allen, Jamal](#)
Subject: Fwd: Withdraw Recognition of the USW Local 13-2001
Date: Monday, April 8, 2013 5:52:22 PM
Attachments: [Cover Letter and Signed Petitions.PDF](#)

Mr. Allen, I would like to withdraw my case for decertification election. I don't have the case # in front of me or I would have referenced it. See attached cover letter. If you have any questions, please feel free to contact me at 713-962-6451.

Thanks

(b) (6), (b) (7)(C)

----- Forwarded message -----

From: (b) (6), (b) (7)(C)
Date: Fri, Apr 5, 2013 at 1:15 AM
Subject: Withdraw Recognition of the USW Local 13-2001
To: (b) (6), (b) (7)(C) @exxonmobil.com, (b) (6), (b) (7)(C) @exxonmobil.com, craig.m.stanley@exxonmobil.com

Please see attached cover letter and 16 signed petitions. If you have any questions, please feel free to contact me, (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Your prompt attention is and will be greatly appreciated.

(b) (6), (b) (7)(C)

To Whom It May Concern:

April 5, 2013

The union has delayed our election for decertification long enough. I understand that NLRB has dismissed the union's appeal BUT I strongly feel like they will not stop there and continue to use any excuse to delay our voting right. I rather not waste any more of our time which NOW has left us no choice but to take a different approach.

THERE ARE TWO PRIMARY WAYS THAT YOU AND YOUR CO-WORKERS CAN KICK A UNION OUT OF YOUR WORKPLACE:

1. Decertification Election
2. Instructing Your Employer to Withdraw Recognition of the Union

<http://www.1-888-no-union.com/decertification.html>

I have attached 16 signed petitions of BTRF/BTCP represented admins that do not want to be represented by USW Local 13-2001 and ask that ExxonMobil withdraw recognition from this union immediately.

Your prompt attention is and will be greatly appreciated!

(b) (6), (b) (7)(C)

Petition for Decertification (RD)
Removal of Representative

The undersigned employee of ExxonMobil do not want to be represented by USW Local 13-2001 Office Clerical Unit. Should the undersigned employee make up 50% or more of the bargaining unit represented by USW Office Local 13-2001 Clerical Unit, the undersigned employee hereby request that ExxonMobil withdraw recognition from this union immediately, as it does not enjoy the support of a majority of employees in the bargaining unit.

(b) (6), (b) (7)(C)	Name (Print) (b) (6), (b) (7)(C)	Date 4/1/2013
---------------------	-------------------------------------	------------------

STATE OF TEXAS
COUNTY OF HARRIS

This document was acknowledged before me on 1st day of April,
2013 by (b) (6), (b) (7)(C)

Angela R. Beard
Notary Public's Signature

My Commission Expires: September 30, 2015



Petition for Decertification (RD)
Removal of Representative

The undersigned employee of ExxonMobil do not want to be represented by USW Local 13-2001 Office Clerical Unit. Should the undersigned employee make up 50% or more of the bargaining unit represented by USW Office Local 13-2001 Clerical Unit, the undersigned employee hereby request that ExxonMobil withdraw recognition from this union immediately, as it does not enjoy the support of a majority of employees in the bargaining unit.

Signature	Name (Print)	Date
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	4/2/13

STATE OF TEXAS
COUNTY OF HARRIS

This document was acknowledged before me on 2nd day of April,
2013 by (b) (6), (b) (7)(C)

Angela R. Beard
Notary Public's Signature

My Commission Expires: September 30, 2015



Petition for Decertification (RD)
Removal of Representative

The undersigned employee of ExxonMobil do not want to be represented by USW Local 13-2001 Office Clerical Unit. Should the undersigned employee make up 50% or more of the bargaining unit represented by USW Office Local 13-2001 Clerical Unit, the undersigned employee hereby request that ExxonMobil withdraw recognition from this union immediately, as it does not enjoy the support of a majority of employees in the bargaining unit.

	Name (Print)	Date
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	4/1/13

STATE OF TEXAS
COUNTY OF HARRIS

This document was acknowledged before me on 1st day of April,
2013 by (b) (6), (b) (7)(C)

Angela R. Beard
Notary Public's Signature

My Commission Expires: September 30, 2015



Petition for Decertification (RD)
Removal of Representative

The undersigned employee of ExxonMobil do not want to be represented by USW Local 13-2001 Office Clerical Unit. Should the undersigned employee make up 50% or more of the bargaining unit represented by USW Office Local 13-2001 Clerical Unit, the undersigned employee hereby request that ExxonMobil withdraw recognition from this union immediately, as it does not enjoy the support of a majority of employees in the bargaining unit.

(b) (6), (b) (7)(C)	Name (Print)	Date
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	3/29/2013

STATE OF TEXAS
COUNTY OF HARRIS

This document was acknowledged before me on 29th day of March, 2013 by (b) (6), (b) (7)(C).

Veronica A. Lopez
Notary Public's Signature

My Commission Expires: April 7, 2014



Petition for Decertification (RD)
Removal of Representative

The undersigned employee of ExxonMobil do not want to be represented by USW Local 13-2001 Office Clerical Unit. Should the undersigned employee make up 50% or more of the bargaining unit represented by USW Office Local 13-2001 Clerical Unit, the undersigned employee hereby request that ExxonMobil withdraw recognition from this union immediately, as it does not enjoy the support of a majority of employees in the bargaining unit.

Signature	Name (Print)	Date
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	4/4/13

STATE OF TEXAS
COUNTY OF HARRIS

This document was acknowledged before me on 4th day of April,
2013 by (b) (6), (b) (7)(C)

Angela R. Beard
Notary Public's Signature

My Commission Expires: September 30, 2015



Petition for Decertification (RD)
Removal of Representative

The undersigned employee of ExxonMobil do not want to be represented by USW Local 13-2001 Office Clerical Unit. Should the undersigned employee make up 50% or more of the bargaining unit represented by USW Office Local 13-2001 Clerical Unit, the undersigned employee hereby request that ExxonMobil withdraw recognition from this union immediately, as it does not enjoy the support of a majority of employees in the bargaining unit.

Signature	Name (Print)	Date
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	4/1/13

STATE OF TEXAS
COUNTY OF HARRIS

This document was acknowledged before me on 1ST day of April,
2013 by (b) (6), (b) (7)(C)

Angela R. Beard
Notary Public's Signature

My Commission Expires: September 30, 2015



Petition for Decertification (RD)
Removal of Representative

The undersigned employee of ExxonMobil do not want to be represented by USW Local 13-2001 Office Clerical Unit. Should the undersigned employee make up 50% or more of the bargaining unit represented by USW Office Local 13-2001 Clerical Unit, the undersigned employee hereby request that ExxonMobil withdraw recognition from this union immediately, as it does not enjoy the support of a majority of employees in the bargaining unit.

Signature	Name (Print)	Date
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	3/29/13

STATE OF TEXAS
COUNTY OF HARRIS

This document was acknowledged before me on 29 day of MARCH,
2013 by (b) (6), (b) (7)(C)

Angela R. Beard
Notary Public's Signature
My Commission Expires: Sept 30, 2015



Petition for Decertification (RD) Removal of Representative

The undersigned employee of ExxonMobil do not want to be represented by USW Local 13-2001 Office Clerical Unit. Should the undersigned employee make up 50% or more of the bargaining unit represented by USW Office Local 13-2001 Clerical Unit, the undersigned employee hereby request that ExxonMobil withdraw recognition from this union immediately, as it does not enjoy the support of a majority of employees in the bargaining unit.

Signature	Name (Print)	Date
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	3/28/13

STATE OF TEXAS
COUNTY OF HARRIS

This document was acknowledged
2013

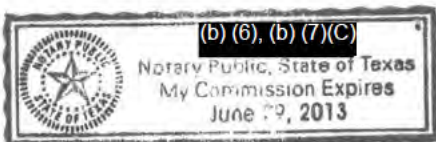
by

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Notary Public's Signature

My Commission Expires: 6-29-2013



Petition for Decertification (RD)
Removal of Representative

The undersigned employee of ExxonMobil do not want to be represented by USW Local 13-2001 Office Clerical Unit. Should the undersigned employee make up 50% or more of the bargaining unit represented by USW Office Local 13-2001 Clerical Unit, the undersigned employee hereby request that ExxonMobil withdraw recognition from this union immediately, as it does not enjoy the support of a majority of employees in the bargaining unit.

Signature	Name (Print)	Date
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	4-1-2013

STATE OF TEXAS
COUNTY OF HARRIS

This document was acknowledged before me on 1st day of April,
2013 by (b) (6), (b) (7)(C)

Angela R. Beard
Notary Public's Signature

My Commission Expires: September 30, 2015



Petition for Decertification (RD)
Removal of Representative

The undersigned employee of ExxonMobil do not want to be represented by USW Local 13-2001 Office Clerical Unit. Should the undersigned employee make up 50% or more of the bargaining unit represented by USW Office Local 13-2001 Clerical Unit, the undersigned employee hereby request that ExxonMobil withdraw recognition from this union immediately, as it does not enjoy the support of a majority of employees in the bargaining unit.

	Name (Print)	Date
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	4/2/13

STATE OF TEXAS
COUNTY OF HARRIS

This document was acknowledged before me on 2nd day of April, 2013 by (b) (6), (b) (7)(C).

Angela R. Beard

Notary Public's Signature

My Commission Expires: September 30, 2015



Petition for Decertification (RD) Removal of Representative

The undersigned employee of ExxonMobil do not want to be represented by USW Local 13-2001 Office Clerical Unit. Should the undersigned employee make up 50% or more of the bargaining unit represented by USW Office Local 13-2001 Clerical Unit, the undersigned employee hereby request that ExxonMobil withdraw recognition from this union immediately, as it does not enjoy the support of a majority of employees in the bargaining unit.

Signature	Name (Print)	Date
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	3/29/13

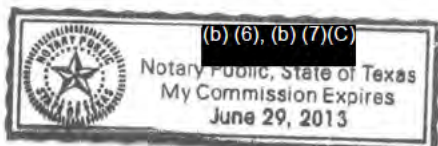
STATE OF TEXAS
COUNTY OF HARRIS

This document was acknowledged before me on 29 day of March,
2013 by (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Notary Public's Signature

My Commission Expires: 6/29/2013



Petition for Decertification (RD)
Removal of Representative

The undersigned employee of ExxonMobil do not want to be represented by USW Local 13-2001 Office Clerical Unit. Should the undersigned employee make up 50% or more of the bargaining unit represented by USW Office Local 13-2001 Clerical Unit, the undersigned employee hereby request that ExxonMobil withdraw recognition from this union immediately, as it does not enjoy the support of a majority of employees in the bargaining unit.

(b) (6), (b) (7)(C)

Name (Print)

Date

(b) (6), (b) (7)(C)

4/1/13

STATE OF TEXAS
COUNTY OF HARRIS

This document was acknowledged before me on 1st day of April,
2013 by (b) (6), (b) (7)(C)

Angela R. Beard

Notary Public's Signature

My Commission Expires: September 30, 2015



Petition for Decertification (RD)
Removal of Representative

The undersigned employee of ExxonMobil do not want to be represented by USW Local 13-2001 Office Clerical Unit. Should the undersigned employee make up 50% or more of the bargaining unit represented by USW Office Local 13-2001 Clerical Unit, the undersigned employee hereby request that ExxonMobil withdraw recognition from this union immediately, as it does not enjoy the support of a majority of employees in the bargaining unit.

	Name (Print)	Date
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	4/4/13

STATE OF TEXAS
COUNTY OF HARRIS

This document was acknowledged before me on 4th day of April,
2013 by (b) (6), (b) (7)(C)

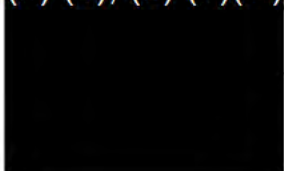
Angela R. Beard
Notary Public's Signature

My Commission Expires: September 30, 2015



Petition for Decertification (RD)
Removal of Representative

The undersigned employee of ExxonMobil do not want to be represented by USW Local 13-2001 Office Clerical Unit. Should the undersigned employee make up 50% or more of the bargaining unit represented by USW Office Local 13-2001 Clerical Unit, the undersigned employee hereby request that ExxonMobil withdraw recognition from this union immediately, as it does not enjoy the support of a majority of employees in the bargaining unit.

(b) (6), (b) (7)(C) Signature	Name (Print)	Date
	(b) (6), (b) (7)(C)	4-1-2013

STATE OF TEXAS
COUNTY OF HARRIS

This document was acknowledged before me on 1st day of April,
2013 by (b) (6), (b) (7)(C)

Angela R. Beard

Notary Public's Signature

My Commission Expires: September 30, 2015



Petition for Decertification (RD) Removal of Representative

The undersigned employee of ExxonMobil do not want to be represented by USW Local 13-2001 Office Clerical Unit. Should the undersigned employee make up 50% or more of the bargaining unit represented by USW Office Local 13-2001 Clerical Unit, the undersigned employee hereby request that ExxonMobil withdraw recognition from this union immediately, as it does not enjoy the support of a majority of employees in the bargaining unit.

	Name (Print)	Date
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	4/4/13

STATE OF TEXAS
COUNTY OF HARRIS

This document was acknowledged before me on 4th day of April,
2013 by (b) (6), (b) (7)(C)

Angela R. Beard
Notary Public's Signature

My Commission Expires: September 30, 2015



Petition for Decertification (RD)
Removal of Representative

The undersigned employee of ExxonMobil do not want to be represented by USW Local 13-2001 Office Clerical Unit. Should the undersigned employee make up 50% or more of the bargaining unit represented by USW Office Local 13-2001 Clerical Unit, the undersigned employee hereby request that ExxonMobil withdraw recognition from this union immediately, as it does not enjoy the support of a majority of employees in the bargaining unit.

Signature	Name (Print)	Date
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	4-2-13

STATE OF TEXAS
COUNTY OF HARRIS

This document was acknowledged before me on 2nd day of April, 2013, by (b) (6), (b) (7)(C).

Angela R. Beard

Notary Public's Signature

My Commission Expires: September 30, 2015



From: [Gonzalez, Ofelia](#)
To: [Allen, Jamal](#)
Cc: [Littles, Nadine](#); [Davis, Cynthia](#); [Fowls, Regina](#); [Dikes, Dolores](#); [Gonzalez, Magdalena](#); [Kolb, Kari L.](#)
Subject: FW: ExxonMobil Refining; Case No. 16-RD-093686
Date: Wednesday, December 26, 2012 3:44:00 PM
Attachments: [ICM.16-RD-093686.ExxonMobil Refining and Supply Company Election Assignment.doc](#)

From: Gonzalez, Ofelia
Sent: Wednesday, December 26, 2012 1:04 PM
To: Allen, Jamal
Cc: Littles, Nadine; Davis, Cynthia; Fowls, Regina; Dikes, Dolores; Gonzalez, Magdalena; Kolb, Kari L.
Subject: ExxonMobil Refining; Case No. 16-RD-093686

Please see attached [corrected](#) assignment ([attachment in previous e-mail contained incorrect case number](#)).

Regina/Cindy - please ensure the assigned Board agent is assigned to the election action in NxGen. Thank you.

M E M O R A N D U M

BY E-MAIL ONLY

DATE: December 26, 2012

TO: Jamal Allen, Field Attorney

FROM: Ofelia Gonzalez, Assistant to the Regional Director

RE: EXXONMOBIL REFINING AND SUPPLY COMPANY BAYTOWN
REFINERY AND EXXONMOBIL CHEMICAL COMPANY BAYTOWN
CHEMICAL PLANT
CASE NO. 16-RD-093686

Please arrange to conduct the Election in the above case, which is scheduled for:

DATE: Monday, January 7, 2013

TIME: 12:30 p.m. to 3 p.m.

CONF: 12 p.m.

PLACE: CAB W-233 Conference Room
5000 Bayway Drive
Baytown, TX 77520

UNITED STATES GOVERNMENT
National Labor Relations Board

MEMORANDUM

TO: MARTHA KINARD, REGIONAL
DIRECTOR

DATE: 12/05/12

FROM: JAMAL ALLEN, FIELD ATTORNEY

SUBJECT: Recommendation to Approve Election Agreement

I hereby recommend that the attached election agreement be approved. The date of the election is 42 days from NOVEMBER 26, 2012, the date on which the petition was filed.

Unusual circumstances: NONE

Case Number: 16- <u>RD - 093686</u>	
Case Name: Exxon Mobil <u>Exxon Mobil</u>	
Date Approved: _____	Basis for Election: <u>21</u> 20 = Consent 21 = Stip
Is Case Being Consolidated? Y or <input checked="" type="radio"/> N 16-____-	
Agreement Stage: <u>2</u>	1 = Before notice of hearing. 2 = After notice, before hearing closed. 3 = After hearing closed.
Agent Code: _____	Supervisor Code: _____

SUPERVISOR COMMENTS:

Approved 12-5-12



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 16
819 TAYLOR ST
RM 8A24
FORT WORTH, TX 76102-6107

Agency Website: www.nlr.gov
Telephone: (817)978-2921
Fax: (817)978-2928

April 10, 2013

CRAIG M. STANLEY, LABOR AND
EMPLOYMENT COUNSEL
EXXONMOBIL REFINING & SUPPLY
COMPANY
800 BELL ST, STE 1806L
HOUSTON, TX 77002-7497

Re: ExxonMobil Refining and Supply
Company Baytown Refinery and
ExxonMobil Chemical Company Baytown
Chemical Plant
Case 16-RD-093686

DEAR MR. STANLEY:

This is to advise that on April 10, 2013, we approved without prejudice, withdrawal of the petition in the above-captioned case and contemplate no further action in this case.

Very truly yours,

MARTHA KINARD
REGIONAL DIRECTOR

cc: DENNIS GAY, HR MANAGER
EXXONMOBIL
5000 BAYWAY DR
BAYTOWN, TX 77520-2123

(b) (6), (b) (7)(C)

RICKY BROOKS, PRESIDENT
USW LOCAL 13-2001
311 S HIGHWAY 146
BAYTOWN, TX 77520-2257

JIM HART, ESQ.
WILLIAMS KHERKHER HART
BOUNDAS, LLP
8441 GULF FREEWAY, SUITE 600
HOUSTON, TX 77017